

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

MARYANN BUTLER,

Plaintiff,

v.

NEW AMERICAN FUNDING,

Defendant.

Case No. 1:25-cv-00690

DEFENDANT’S MOTION TO DISMISS

Defendant, New American funding (“NAF”), by and through its undersigned counsel, hereby submits this motion to dismiss Plaintiff Marynn Butler’s (“Ms. Butler”) Complaint¹ pursuant to Fed. R. Civ. P. 12(b)(6), based upon the following:

1. Rule 12(b)(6) of the Federal Rules of Civil Procedure authorizes a defendant to move to dismiss for “failure to state a claim upon which relief can be granted.” Fed. R. Civ. P. 12(b)(6).

2. “Under Rule 12(b)(6), a motion to dismiss may be granted only if, accepting all well-pleaded allegations in the complaint as true and viewing them in the light most favorable to the plaintiff, a court finds the plaintiff’s claims lack facial plausibility.” *Warren Gen. Hosp. v. Amgen Inc.*, 643 F.3d 77, 84 (3d Cir. 2011) (citing *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555–56 (2007)).

¹ On July 11, 2025, the Court denied Ms. Butler’s son’s, Audury Petie Davis, Motion to Amend complaint and Substitute Plaintiff. Exhibit 2 (ECF No. 37). On July 22, 2025, Mr. Davis filed an Amended Complaint without Ms. Butler first filing a Motion to Amend and without leave of Court. This, along with all other submissions filed by Mr. Davis, are subject of NAF’s pending Motion to Strike. ECF No. 59. NAF’s current Motion to Dismiss is therefore intended only to address Ms. Butler’s original, procedurally proper Complaint.

3. “Although the Court must accept the fact allegations in the complaint as true, it is not compelled to accept ‘unsupported conclusions and unwarranted inferences, or a legal conclusion couched as a factual allegation.’” (quoting *Morrow v. Balaski*, 719 F.3d 160, 165 (3d Cir. 2013)).

4. Additionally, pursuant to Rule 8(a)(2)-(3) of the Federal Rules of Civil Procedure, a pleading stating a claim for relief must contain “a short and plain statement of the claim showing that the pleader is entitled to relief” and “a demand for the relief sought.” Fed. R. Civ. P. 8(a)(2)-(3).

5. Though pro se complaints are to be construed liberally, *see Estelle v. Gamble*, 429 U.S. 97, 106 (1976), a district court is “not compelled to accept unsupported conclusions and unwarranted inferences, or a legal conclusion couched as a factual allegation.” *Baker v. City of Pittsburgh*, 2025 WL 33637, at *2 (W.D. Pa. Jan. 6, 2025) (quoting *Baraka v. McGreevey*, 481 F.3d 187, 195 (3d Cir. 2007)).

6. The purpose of Rule 8 is to prevent complaints that are ambiguous or vague so as to impede the defendant's ability to form a responsive pleading. *See Schaedler v. Reading Eagle Publications, Inc.*, 370 F.2d 795, 798 (3d Cir. 1967).

7. While the pleading requirements of Rule 8 are liberally construed, courts have consistently held that disorganized and highly repetitive complaints fail to satisfy Rule 8. *See Parker v. Learn the Skills Corp.*, 2004 WL 2384993, at *2 (E.D. Pa. October 25, 2004) (stating that while excessive length alone is not a sufficient reason to dismiss a complaint, when accompanied by a lack of clarity, a dismissal is proper); *Burton v. Peartree*, 326 F. Supp. 755, 758–59 (E.D. Pa. 1971) (holding that “a lengthy rambling complaint which contains little more

than demands, charges and conclusions ... is not a short and plain statement of the case and flagrantly violates” Rule 8).

8. “This rule is violated when the factual allegations and elements of the claim are scattered throughout the complaint.” *Carter v. Kane*, 2018 WL 774468, at *2 (W.D. Pa. Feb. 8, 2018) (citing *Burton v. Peartree*, 326 F. Supp. 755, 758-59 (E.D. Pa. 1971)).

9. Ms. Butler filed her Complaint on April 21, 2025. Exhibit 1 (ECF No. 1).

10. Ms. Butler lists five federal statutes that she claims are at issue in this case: Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691; RESPA, 12 U.S.C. § 2601; TILA, 15 U.S.C. § 1601; HUD Mortgagee Letter 2009-40. Ex. 1 at 3.

11. Beside each listed statute is a single phrase purportedly establishing the basis for each cause of action. *Id.*

12. In further support of these claims, Ms. Butler refers to “Attachment A – Statement of Facts.” Ex. 1 at 18-19 (ECF No. 1-5).

13. However, “Attachment A” is not signed by Ms. Butler but by her son, Mr. Davis.

14. On July 11, 2025, this Court entered an Order finding that Mr. Davis “does not claim to be an attorney, and thus lacks authority to litigate this matter on behalf of [Ms.] Butler.” Exhibit 1 at 2 (ECF No. 37) (citing *Murray on behalf of Purnell v. City of Philadelphia*, 901 F.3d 169, 170 (3d Cir. 2018); 28 U.S.C.A. § 1654; *Gunn v. Credit Suisse Grp. AG*, 610 F. App’x 155, 157 (3d Cir. 2015) (per curiam)).

15. “Davis likewise has not demonstrated any legally recognized status as a guardian, next friend, or other exception permitting non-attorneys to represent a litigant, pursuant to Fed. R. Civ. P. 17.” Ex. 1 at 3.

16. Additionally, the Court found “that it is not clear based on Davis’s representations that Davis is the real party in interest.” Ex. 1 at 4.

17. “[I]n other words, if any rights are involved here, they are for [Ms.] Butler, not [Mr.] Davis, to assert.” Ex. 1 at 4.

18. Therefore, any documents signed by Mr. Davis and not Ms. Butler, including “Attachment A” that serves as Ms. Butler’s statement of facts, are impermissible and cannot be relied upon as allegations and elements of Ms. Butler’s causes of action.

19. As a consequence, Ms. Butler’s claims are devoid of allegations and elements and are therefore conclusory.

20. But even if “Attachment A” is admissible, it fails to provide all necessary elements for each claim.

WHEREFORE, New American Funding, respectfully requests that this Court dismiss Plaintiff Maryann Butler’s Complaint without prejudice.

Respectfully submitted,

FOX ROTHSCHILD LLP

Ronald L. Williams

Ronald L. Williams
Eagleview Corporate Center
747 Constitution Drive, Suite 100
P.O. Box 673
Exton, PA 19341
Tel: 610.458.7500
Fax: 610.458.7337
rwilliams@foxrothschild.com
Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

MARYANN BUTLER,

Plaintiff,

v.

NEW AMERICAN FUNDING,

Defendant.

Case No. 1:25-cv-00690

CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2025, a copy of the foregoing MOTION TO DISMISS,
was served upon the following via first class mail and via email:

Maryann Butler
1823 State Street
Harrisburg, Dauphin, PA 17103
Mfmallah87@icloud.com

-and-

Audury P. Davis
2041 Greenwood St.
Harrisburg, PA 17103
Mfmallah87@icloud.com

Dated: August 4, 2025

FOX ROTHSCHILD LLP

Ronald L. Williams

Ronald L. Williams
Eagleview Corporate Center
747 Constitution Drive, Suite 100
P.O. Box 673
Exton, PA 19341
Tel: 610.458.7500
Fax: 610.458.7337
rwilliams@foxrothschild.com
Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT
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NEW AMERICAN FUNDING,

Defendant.

Case No. 1:25-cv-00690

CERTIFICATE OF CONCURRENCE

I, Ronald L. Williams, Esq., hereby certify that Plaintiff's "authorized representative," Audury Petie Davis, does not concur in Defendant's Motion to Dismiss. Defendant's counsel has not had any communication with the named Plaintiff, Maryann Butler.

Dated: August 4, 2025

FOX ROTHSCHILD LLP

Ronald L. Williams

Ronald L. Williams
Eagleview Corporate Center
747 Constitution Drive, Suite 100
P.O. Box 673
Exton, PA 19341
Tel: 610.458.7500
Fax: 610.458.7337
rwilliams@foxrothschild.com
Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

MARYANN BUTLER,

Plaintiff,

v.

NEW AMERICAN FUNDING,

Defendant.

Case No. 1:25-cv-00690

ORDER

Based upon Defendant New American Funding's Motion to Dismiss, concurred in or opposed by Plaintiff MaryAnn Butler and Movant Audury Petie Davis, this _____ day of _____, 2025, this Court orders that Defendant New American Fundings' Motion to Dismiss is **GRANTED** and that Plaintiff Maryann Butler's Complaint (ECF No.1) is dismissed without prejudice.

BY THE COURT:

The Honorable Philip J. Caraballo
United States Magistrate Judge

EXHIBIT 1

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

UNITED STATES DISTRICT COURT

for the

Middle District of Pennsylvania

Harrisburg Division

Case No.

1:25-cv-00890
(to be filled in by the Clerk's Office)

Maryann Butler

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

New American Funding
14511 Myford Road Suite 100
Tustin, California 92780

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Yes ☐ No ☐FILED
HARRISBURG, PA

APR 21 2025

PER

DEPUTY CLERK

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Maryann Butler
Street Address	1823 State Street
City and County	Harrisburg, Dauphin
State and Zip Code	Pennsylvania 17103
Telephone Number	717-424-8220
E-mail Address	Mfmallah87@icloud.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title *(if known)*. Attach additional pages if needed.

Defendant No. 1

Name	New American Funding
Job or Title <i>(if known)</i>	Lender
Street Address	14511 Myford Road Suite 100
City and County	Tustin, Orange County
State and Zip Code	California , 92780
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 2

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 3

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 4

Name	
Job or Title <i>(if known)</i>	
Street Address	

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

City and County _____

State and Zip Code _____

Telephone Number _____

E-mail Address (if known) _____

\\II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Equal Credit Opportunity Act (ECOA), 15 U.S.C. § 1691 – failure to issue an adverse action notice;
RESPA, 12 U.S.C. § 2601 – failure to transfer FHA case and disclose settlement info;
TLA, 15 U.S.C. § 1601 – lack of required loan disclosures;
FCRA, 15 U.S.C. § 1681 – unauthorized or excessive credit inquiries;
HUD Mortgage Letter 2009-40 – wrongful obstruction of FHA case transfer.

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, (name) _____, is a citizen of the
 State of (name) _____.

b. If the plaintiff is a corporation

The plaintiff, (name) _____, is incorporated
 under the laws of the State of (name) _____,
 and has its principal place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) _____, is a citizen of the State of (name) _____. Or is a citizen of (foreign nation) _____.

b. If the defendant is a corporation

The defendant, (name) New American Funding-Nations Lending Corporation d/b/a New American Funding, is incorporated under the laws of the State of (name) California, and has its principal place of business in the State of (name) Tustin, California. Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

Bet, here's a tighter, more aggressive version that still hits hard and fits clean in the form:

"The amount in controversy exceeds \$75,000. Plaintiff seeks \$1,000,000 in total damages for obstruction of a federal mortgage transaction, loss of home equity, financial harm, and willful misconduct by Defendants, including punitive damages for gross negligence and delay."

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

"Plaintiff refers the Court to the attached 'Statement of Facts' (Attachment A) for a full account of the misconduct, including factual allegations of delay, obstruction of the mortgage process, and violations of federal lending laws. These include but are not limited to willful negligence, failure to issue required notices, and deprivation of access to key mortgage systems, resulting in financial harm and the loss of a time-sensitive mortgage opportunity."

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

"Plaintiff refers the Court to the attached "(Attachment B) "Prayer And Relief

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: April 04, 2025

Signature of Plaintiff

Printed Name of Plaintiff

Maryann Butler

B. For Attorneys

Date of signing: _____

Signature of Attorney _____

Audury P.D. Davis

2041 Greenwood Street

Harrisburg, PA 17104

Phone: 717-424-8220

Email: MFMALLAH87@iCloud.com

April 16, 2025

Clerk of Court

United States District Court

Middle District of Pennsylvania

228 Walnut Street

Harrisburg, PA 17101

RE: Filing of Civil Complaint and Application to Proceed In Forma Pauperis

Plaintiff: Maryann Butler

Defendant: New American Funding

Dear Clerk of Court,

Enclosed please find the following documents for filing in the above-captioned matter:

1. Civil Complaint with Exhibits
2. Application to Proceed In Forma Pauperis (AO 239)
3. Declaration in Support of IFP
4. Summons in a Civil Action (AO 440)
5. Cover Sheet (JS-44)
6. Proof of Service (to be filed upon completion of service)

Plaintiff, Maryann Butler, is requesting leave to proceed in forma pauperis pursuant to 28 U.S.C. § 1915. I am submitting this packet on her behalf as her authorized representative.

Please file the enclosed documents accordingly and advise if, any additional materials are required to complete the filing.

Respectfully submitted,



Audury P.D. Davis

Authorized Representative for Plaintiff

Audrey P. Davis
7041 Greenwood St
Harrisburg Pa 17104



RECEIVED
HARRISBURG, PA

APR 21 2025

FEB

DEPT. OF JUSTICE

CIP

MIDDLE DISTRICT
CLERK OF COURT - U.S. DISTRICT COURT
Ronald Reagan Federal Building - US courthouse
228 Walnut Street, Room 110
Harrisburg Pa 17101



Handle with Care / Fragile



How to Recycle Info

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Maryann Butler

(b) County of Residence of First Listed Plaintiff Dauphin
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Audury Petie Davis- Authorized Representative
1823 State St
Harrisburg Pa 17103 - 717-424-8220

DEFENDANTS

New American Funding

County of Residence of First Listed Defendant Los Angeles
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 1639 et seq. (TILA violations), 12 U.S.C. § 2601 (RESPA), 24 C.F.R. § 203 (FHA)

Brief description of cause:

Predatory Lending, FHA violations, Loan Negligence

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
1,000,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/26/2025

SIGNATURE OF ATTORNEY OF RECORD

Audury Petie Davis-Authorized Rep

FOR OFFICE USE ONLY


RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

MARYANN BUTLER,
Plaintiff,

v.

NEW AMERICAN FUNDING, et al.,
Defendants.

FILED
HARRISBURG, PA
APR 21 2025
PER 
DEPUTY CLERK

Civil Action No.: []

DECLARATION UNDER PENALTY OF PERJURY

I, Audury Petie Davis, authorized representative of Plaintiff Maryann Butler, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the factual allegations, claims, and requests for relief contained in this Prayer for Relief—including the supporting grounds for punitive damages and injunctive relief—are true and correct to the best of my knowledge and belief.

Executed on: April 7, 2025

Location: Harrisburg, Pennsylvania

Respectfully submitted,



Audury Petie Davis

Authorized Representative for Plaintiff Maryann Butler

2041 Greenwood Street

Harrisburg, PA 17104

Email: mfmallh87@icloud.com

PRAYER FOR RELIEF

- A. Leave to proceed in forma pauperis, if applicable, and for the Court to accept this filing pro se with procedural parity to represented parties. See 28 U.S.C. § 1915(a).
- B. A finding that Defendants' actions, as outlined in the Statement of Facts, violate federal consumer protection laws and regulations governed by HUD, CFPB, and FHA servicing standards.

- C. An award of actual, statutory, and compensatory damages exceeding \$250,000 for financial loss, emotional distress, procedural delays, and unlawful conduct as evidenced in the record.
- D. An order expediting discovery due to time-sensitive claims and prior obstruction of Plaintiff's access to responsive documentation and communication.
- E. Injunctive relief compelling Defendants to release all relevant FHA case file records, servicing communications, and documentation under Plaintiff's authorized representation.
- F. Imposition of civil penalties, and any further relief deemed just and proper, including attorney fees should counsel be retained.
- G. Retention of jurisdiction to enforce the Court's orders and monitor compliance.

PUNITIVE DAMAGES & INJUNCTIVE RELIEF

Plaintiff further requests that this Court impose punitive damages against Defendant New American Funding (NAF) for willful, malicious, and deceptive conduct, including:

See *BMW of N. Am., Inc. v. Gore*, 517 U.S. 559 (1996).

- Obstruction of communications through invalid or nonresponsive contact channels;
- Falsified denial of loan applications while continuing internal processing;
- Deliberate delays in FHA Case Transfer without formal notice;
- Failure to respond to CFPB, HUD, and BBB filings;
- Infliction of substantial emotional and financial harm.

This pattern of misconduct warrants punitive damages to both punish the wrongdoing and deter similar violations across the mortgage lending industry.

COMPLIANCE REFORM AND COURT SUPERVISION

- A third-party audit of NAF's FHA servicing and borrower communication practices;
- Mandatory compliance reforms to improve transparency, accountability, and equitable borrower treatment;
- Publication of a corrective action plan aligned with HUD, FHA, and CFPB standards;
- Ongoing judicial oversight to ensure full implementation and adherence to Court directives. See *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994).

Signature Page

Executed on: April 7, 2025

Location: Harrisburg, Pennsylvania

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "A. Petie Davis", is written over a horizontal line.

Audury Petie Davis

Authorized Representative for Plaintiff Maryann Butler

2041 Greenwood Street

Harrisburg, PA 17104

Email: mfmallh87@icloud.com

AO 440 (Rev. 06/12) Summons in a Civil Action

United States District Court for the Middle District of Pennsylvania

Plaintiff: Maryann Butler

Defendant: New American Funding

To: New American Funding, via Registered Agent Registered Agent
Solutions, Inc.

125 Locust Street

Harrisburg, PA 17101

(Service pursuant to Fed. R. Civ. P. 4(e)(1) and PA Rule 424)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's authorized representative, whose name and address are:

Audury Petie Davis, Authorized Representative for Plaintiff

2041 Greenwood Street

Harrisburg, PA 17104

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk:

Table of Contents – Exhibits (Based on Statement of Facts)

Exhibit A: Technology Consent Form and Email Authorization

Exhibit B: Loan Application Packet (Includes Loan Estimate, Income Docs, Hazard Insurance)

Exhibit C: FHA Appraisal Report

Exhibit D: Email Bounce Backs Showing Communication

Blockage Exhibit E: CFPB Complaint and Response from Amy

Dale

Exhibit F: Voicemail from Shawn Wainwright – Employment Verification Evidence

Exhibit G: Formal Complaints Filed with CFPB, HUD, and BBB

EXHIBIT A

Technology Consent & Authorized Representative Declaration

This exhibit includes the signed Technology Consent Agreement and Authorized Representative Declaration for Plaintiff Maryann Butler. It confirms that Plaintiff authorized her son, Audury "Petie" Davis, to act as her official representative in all communications with New American Funding (NAF) regarding her FHA loan application.

The consent form, dated January 31, 2025, and the formal authorization, signed March 26, 2025, were submitted through NAF's system, and provide explicit written confirmation that Mr. Davis was granted authority to communicate, receive disclosures, and act on behalf of the borrower. This exhibit directly supports Plaintiff's claims of transparency and contradicts later claims made by NAF to federal regulators.

Close

NAF Hazard Insurance Endorsement Letter - ED



Rev. 03.15.23

Hazard Insurance Endorsement Letter - Early Disclosure

1 of 1

Technology Consent Agreement

Date: 1/31/2025
 Lender: New American Funding, LLC
 Borrower Name: Maryann Butler
 Address: 1823 State Street, Harrisburg, PA 17103
 Borrower Cell: 717-424-8220
 Borrower Home: 717-288-9726
 Borrower Work: 717-395-9946
 Borrower Email Address: mfmallah87@icloud.com

New American Funding, LLC ("NAF") and its partners, which can be found at <https://www.newamericanfunding.com/legal/partners/> (which list may be modified from time to time) ("Partners"), will use technology to provide you, the person(s) making a loan inquiry, loan application or obtaining a loan, with important communications and updates.

This is a big part of why NAF garners such high satisfaction from our customer reviews. NAF's dedication to providing great customer service continues after loan closing as you are kept updated on loan products, real estate and/or home-related products or services that may be of interest to you, and the servicing of any of your loans by New American Funding, LLC. To facilitate these high ratings, NAF relies on technology to communicate which aids in our ability to extend exceptional service. Please help us succeed by reviewing the important information below.

Consent to Use of Technology

Email. You agree that NAF and its Partners may communicate with you via email at the email address specified above, which you may update from time to time.

Calls and Text Messages. You authorize NAF and parties calling on NAF's behalf to call you and send you SMS/MMS text messages for telemarketing, advertising and servicing purposes regarding a mortgage loan, real estate, and home-related products or services at the telephone number(s) listed above, which you may update from time to time, using an autodialer, pre-recorded or artificial voice, AI generative voice and SMS/MMS text message, even if the telephone number you provided is a cellular phone or other service for which you may be charged. If you have provided a cellular telephone number above, you represent that you are the wireless subscriber or authorized user and have the authority to give this consent. Further, you agree to notify NAF any time a telephone number you have provided to NAF changes. You understand that you are not required to provide this consent in order to obtain goods or services from NAF and that you can be connected with us without providing consent by calling (800) 450-2010.

You understand and agree that if you would like to revoke your consent to be contacted by autodialer and/or SMS text messages, you may exclusively opt-out of the receipt of such communications by contacting NAF at CustomerService@nafinc.com or (800) 450-2010 ext. 7100. This is the exclusive mechanism for opt-outs and we will act on the opt-out request in a reasonable period of time.

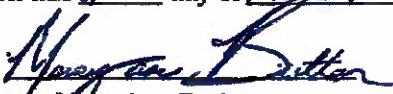
Unsworn Declaration Under Penalty of Perjury

I, Mary Ann Butler, hereby declare and affirm under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct to the best of my knowledge:

I authorize Audury Petie Davis to act as my authorized representative in all matters related to the civil action filed against New American Funding, including but not limited to filing the complaint, appearing in court, engaging in settlement discussions, and handling all necessary filings and communications with the Court.

Executed on this 25 day of March, 2025.

Signature:



Printed Name: Mary Ann Butler

Authorized Representative Declaration

UNSWORN DECLARATION UNDER PENALTY OF PERJURY

(28 U.S. Code § 1746)

I, Audury Petie Davis, hereby declare under penalty of perjury that I am the authorized representative of the Plaintiff, Maryann Butler, in the matter to be filed. I am submitting this declaration in support of the civil action.

I affirm that I am acting in good faith on behalf of the Plaintiff and have her consent to manage all filings and proceedings related to this matter. I understand the responsibilities of acting as an authorized representative and will act in the best interest of the Plaintiff.

Executed on March 26, 2025.

Signature: 

Name: Audury Petie Davis

Address: 1823 State Street, Harrisburg, PA

1-25-cv-00890

Attachment A: Statement of Facts

Submitted by: Audury "Petie" Davis, Authorized Representative for Plaintiff Maryann Butler
This Statement of Facts is submitted in support of Plaintiff's civil complaint against New American Funding ("NAF"). It outlines material events and evidence, organized by key factual components, in connection with Plaintiff's FHA refinance process.

1. Authorized Representation Confirmed

Consent Form Acknowledged and Email Listed by Borrower

Plaintiff executed a Technology Consent and Authorization Form appointing her son, Audury Petie Davis, as her representative for all loan communications. This form was submitted to NAF and acknowledged. (See Exhibit A)

2. Submission of Loan Application and Estimate

Complete Loan Packet Received and Rate Disclosures Issued

Plaintiff submitted a complete Uniform Residential Loan Application including employment, income, and asset documentation. This packet includes a Loan Estimate disclosing terms, fees, and closing costs. (See Exhibit B – Loan Application Packet, including Loan Estimate, Hazard Insurance, etc.)

3. FHA Appraisal and Concealed Requirements

No Cure Notice or Guidance Ever Provided

An FHA Appraisal Report was issued identifying eligibility subject to minor repairs. No cure notice or instructions were ever issued. The Plaintiff received no follow-up regarding repair actions. (See Exhibit C – FHA Appraisal Report)

4. Email Blockages and Comms Interference

Email Bouncebacks Triggered at Deadline Stage

On or about March 19, 2025, communication to NAF representatives began bouncing, resulting in blocked access to loan personnel during the final stages of review. Plaintiff's authorized representative experienced systematic obstruction. (See Exhibit D – Email Bounce Backs)

5. Misrepresentations to Federal Regulators

NAF Claims "Impersonation" After Directly Engaging with Representative

In formal response to the CFPB, NAF's Senior Vice President falsely alleged impersonation despite previous email engagement with the Plaintiff's representative. Records show NAF directly responded to Davis. (See Exhibit E – CFPB Response from Amy Dale)

6. Voicemail Confirming Employment Was Verified

Loan Officer Contradicts Denial Reason in Voicemail

Loan Officer Shawn Wainwright left a voicemail stating the employment verification had been received and was under review. This evidence contradicts NAF's claims that no such documentation was obtained. (See Exhibit F – Voicemail Evidence)

7. Formal Complaints Filed After Exhaustion

Regulators Contacted After NAF Ignored All Resolution Attempts

After repeated communication failures, Plaintiff filed formal complaints with the CFPB, HUD, and BBB documenting all patterns of obstruction and misrepresentation. (See Exhibit G – Formal Complaint Filings)

Executed on April 14, 2025

Respectfully submitted,

Audury "Petie" Davis

Authorized Representative for Plaintiff Maryann Butler

A handwritten signature in blue ink, appearing to read "Audury P. Davis". The signature is fluid and cursive, with the first name "Audury" being more prominent than the last name "Davis".

EXHIBIT B

Loan Application Packet

This exhibit contains the complete loan application packet submitted for Plaintiff Maryann Butler's FHA loan, including the Uniform Residential Loan Application (URLA), Loan Estimate, Hazard Insurance documentation, and FHA Addendum (HUD Form 92900-A). The documentation demonstrates that the application was timely and fully submitted and supports Plaintiff's assertion that New American Funding (NAF) falsely claimed the loan was incomplete. The Loan Estimate, dated February 4, 2025, further evidences that underwriting had commenced, and the loan was active under rate lock terms.

This exhibit directly supports Sections 2 and 3 of the Statement of Facts and refutes NAF's procedural defense in response to the Plaintiff's claims.

New American Funding

**14511 Myford Road, Suite 100
Tustin, CA 92780**

**Maryann Butler
1823 State Street
Harrisburg, PA**

14511

New American Funding
Attn: Disclosure Dept.
Myford Road, Suite
Tustin, CA 92780

100

In Process

1823

Maryann Butler

Haselburg, et
al
17103



Priority Mail

CHANGED CIRCUMSTANCE DETAIL

Loan Number: 1001748263
Borrower: Maryann Butler
Borrower:
Subject Property: 1823 State Street
Harrisburg, PA 17103

Date of Change: 02/03/2025
Date of Re-Disclosure: 02/04/2025

Previously, in connection with your loan application, you were provided with a Loan Estimate and/or Closing Disclosure form that contained an estimate of the settlement charges and loan terms for your mortgage loan application. For one or more of the

In Process

following reasons listed below in the Explanation of Change, we are providing you with a revised disclosure:

Explanation of Change:

Per borrower request, rate has been locked at 7.250% at a cost to the borrower of \$3,537.00.

NAF LOCK INFORMATION: (if applicable)

Interest Rate: 7.250

Lock Expiration Date: 03/20/2025

Acknowledgement:

I/We acknowledge the above changed circumstance and intend to proceed with this loan.

Signed by:

2/5/2025 | 07:46:59 PST

Maryann Butler

Date

Date



NAF_ChangedCircumstance_LE

Rev 03.12.2023

New American Funding, LLC

9150 South Hills Boulevard Suite 260 · Broadview Heights, OH 44147 *Save this Loan Estimate to compare with your Closing Disclosure.*

Loan Estimate

DATE ISSUED 2/4/2025
APPLICANTS Maryann Butler
1823 State Street
Harrisburg, PA 17103
PROPERTY 1823 State Street
Harrisburg, PA 17103



EST. PROP. VALUE \$147,000

LOAN TYPE ☐ Conventional ☒ FHA ☐ VA ☐

Loan Terms		Can this amount increase after closing?
Loan Amount	\$112,179	NO
Interest Rate	7.25 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$886.64	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-11	Years 12-20
Principal & Interest	\$886.64	\$886.64
Mortgage Insurance	+ 45	+ -
Estimated Escrow <i>Amount can increase over time</i>	+ 261	+ 261
Estimated Total Monthly Payment	\$1,193	\$1,148

Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$261 Monthly	This estimate includes	In escrow?
		<input checked="" type="checkbox"/> Property Taxes	YES
		<input checked="" type="checkbox"/> Homeowner's Insurance	YES
		<input type="checkbox"/> Other:	
<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>			

Costs at Closing	
Estimated Closing Costs	\$12,765 Includes \$10,032 in Loan Costs + \$2,733 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Estimated Cash to Close	-\$13,549 Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i>

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

LOAN TERM 20 years
 PURPOSE Refinance PRODUCT
 Fixed Rate

LOAN ID # 1001748263
 RATE LOCK NO ☒ YES, until 3/20/2025 at 3:00 PM PDT



*Before closing,
your interest rate,
points, and lender
credits can
change unless
you lock the
interest rate. All
other estimated
closing costs
expire on*



Loan Costs**Other Costs****Closing Cost Details**

A. Origination Charges	\$5,166
3.153 % of Loan Amount (Points)	\$3,537
Lender Fee	\$1,629

E. Taxes and Other Government Fees	\$334
Recording Fees and Other Taxes	\$334

B. Services You Cannot Shop For	\$2,911
Appraisal Fee \$525 Credit Report \$55 eClosing Fee \$50	
Flood Certification	\$6
Mortgage Insurance Premium	\$1,929
Tax Service	\$90

F. Prepays	\$89
Homeowner's Insurance Premium (months)	\$89
Mortgage Insurance Premium (months)	
Prepaid Interest (\$22.28 per day for 4 days @7.25 %)	
Property Taxes (months)	

G. Initial Escrow Payment at Closing	\$2,310
Homeowner's Insurance \$150.00 per month for 8 mo. \$1,200 Mortgage Insurance per month for mo.	
Property Taxes \$111.01 per month for 10 mo.	\$1,110

H. Other	\$0
-----------------	------------

I. TOTAL OTHER COSTS (E + F + G + H)	\$2,733
---	----------------

Verification Services **In**

Process \$256



C. Services You Can Shop For	\$1,955
Title - Attorney Fee	\$300
Title - Closing Protection Letter	\$125
Title - Endorsements	\$350
Title - Lender's Title Insurance	\$1,020
Title - Notary Fee	\$160

D. TOTAL LOAN COSTS (A + B + C)	\$10,032
--	-----------------

J. TOTAL CLOSING COSTS	\$12,765
D + I	\$12,765
Lender Credits	

Calculating Cash to

Closing Costs Financed (Paid from your Loan Amount)	-
	\$1,929
Down Payment/Funds from Borrower	\$0
Deposit	\$0
Funds for Borrower	-
	\$24,385
Seller Credits	\$0
Adjustments and Other Credits	\$0
Total Closing Costs (J)	\$12,765
Estimated Cash to Close	-\$13,549

Additional Information About This Loan

LENDER New American Funding, LLC
NMLS/ PA LICENSE ID 6606 / 43834.015
LOAN OFFICER Shawn Wainwright
NMLS/ PA LICENSE ID 918316 / 109275
EMAIL Shawn.Wainwright@nafinc.com
PHONE 330-840-5618

MORTGAGE BROKER
NMLS/ LICENSE ID 2169416
LOAN OFFICER
NMLS/ LICENSE ID
EMAIL
PHONE

Use these measures to compare this loan with other loans.

In 5 Years **\$65,905** Total you will have paid in principal, interest, mortgage insurance, and loan costs.
\$15,052 Principal you will have paid off.
Annual Percentage Rate (APR) **8.709 %** Your costs over the loan term expressed as a rate. This is not your interest rate.



Total Interest Percentage (TIP) 89.768 % The total amount of interest that you will pay over the loan term as a

percentage of your loan amount.

In

Process

- Appraisal** We may order an appraisal to determine the property's value and charge you for this appraisal. We will give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
- Assumption** If you sell or transfer this property to another person, we
☒ will allow, under certain conditions, this person to assume this loan on the original terms.
☐ will not allow assumption of this loan on the original terms.
- Homeowner's Insurance** This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
- Late Payment** If your payment is more than 15 days late, we will charge a late fee of 4% of the principal and interest overdue.
- Liability after Foreclosure** Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- Refinance** Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
- Servicing** We intend
☒ to service your loan. If so, you will make your payments to us.
☐ to transfer servicing of your loan.

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Signed by

DE 38DC6AD00442A

2/5/2025 | 07:46:59 PST

Maryann Butler

Date



To be completed by the Lender:

Lender Loan No./Universal Loan Identifier 549300E2UX99HKDBR481100174826344

Agency Case No. 446-6285091-703

Uniform Residential Loan Application

Verify and complete the information on this application. If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

Section 1: Borrower Information. This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

Name (First, Middle, Last, Suffix)

Maryann Butler

Alternate Names— List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix)

Type of Credit

I am applying for individual credit.

I am applying for joint credit. Total Number of Borrowers:

Each Borrower intends to apply for joint credit. **Your initials:**

Marital Status

Married

Separated

Dependents (not listed by another Borrower)

Number 0

Ages 0

Social Security Number 175-56-4679

(or Individual Taxpayer Identification Number)

Date of Birth

(mm/dd/yyyy)

03/26/1966

Citizenship

☐ U.S. Citizen

☒ Permanent Resident Alien

☐ Non-Permanent Resident Alien

List Name(s) of Other Borrower(s) Applying for this Loan

(First, Middle, Last, Suffix) - Use a separator between names

☒
☐

☐
☐
☒

Contact Information

Home Phone 717-288-9726

Cell Phone 717-424-8220

Work Phone Ext. Reciprocal Beneficiary Relationship

In Process

(Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered ☐

Email mfmallah87@icloud.com ☐

Current Address

Street 1823 State Street

Unit #

City Harrisburg

State PA

ZIP 17103

☐ Country US

How Long at Current Address? 8

Years

Months

Housing

☐ No primary housing expense

☐ Own

Rent (\$

/month)

If at Current Address for LESS than 2 years, list Former Address

Does not apply

GURLA20_S_0718

GURLA20E (BOD)

Street _____ Unit # _____
 City _____ State _____ ZIP _____ Country _____
 How Long at Former Address? _____ Years _____ Months _____ Housing _____ No primary housing expense _____ Own _____ Rent (\$) _____ /month)

Mailing Address – if different from Current Address *Does not apply*

Street _____ Unit # _____
 City _____ State _____ ZIP _____ Country _____

Does not apply

Employer or Business Name Teksystems	Phone 717-395-9946	Gross Monthly Income
Street 4507 N Front St	Unit # #301	Base \$3,206.67 /month
City Harrisburg	State PA ZIP 17110 Country US	Overtime \$0.00 /month
Position or Title CSR	Check if this statement applies:	Bonus \$0.00 /month
Start Date 06 / 28 / 2023 (mm/dd/yyyy)	I am employed by a family member,	Commission \$0.00 /month
How long in this line of work? 2 Years _____ Months _____	property seller, real estate agent, or other party to the transaction.	Military _____
Check if you are the Business	I have an ownership share of less than 25%.	Entitlements _____ /month
Owner or Self-Employed	I have an ownership share of 25% or more.	Other \$0.00 /month
	Monthly Income (or Loss)	TOTAL \$3,206.67 /month

Does not apply

Uniform Residential Loan Application
 Freddie Mac Form 65 • Fannie Mae Form 1003
 Effective 1/2021

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1d. IF APPLICABLE, Complete Information for Previous Employment/Self Employment and Income *not apply Provide at least 2 years of current and previous employment and income.*

Employer or Business Name Molina Healthcare	Unit # _____	Previous Gross Monthly Income _____ /month
Street 3000 Corporate Exchange	IP 43231	
City Columbus	State OH ZIP _____ Country US	
Position or Title Enrollment Specialist	<input type="checkbox"/> Check if you were the Business Owner or Self-Employed	
Start Date 01 / 30 / 2023 (mm/dd/yyyy)		
End Date 06 / 30 / 2023 (mm/dd/yyyy)		

1e. Income from Other Sources ☒ *Does not apply*

Section 2: Financial Information — Assets and Liabilities.

This section asks about things you own that are worth money and that you want considered to qualify for this loan. It then asks about your liabilities (or debts) that you pay each month, such as credit cards, alimony, or other expenses.

2a. Assets - Bank Accounts, Retirement, and Other Accounts You Have

Include all accounts below. Under Account Type, choose from the types listed here:

- Checking
- Certificate of Deposit
- Stock Options
- Bridge Loan Proceeds
- Trust Account

Borrower Name: Maryann Butler

GURLA20_S 0718

Uniform Residential Loan Application
 Freddie Mac Form 65 • Fannie Mae Form 1003 Effective
 1/2021

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GURLA20S (POD)

- Savings • Mutual Fund • Bonds • Individual Development • Cash Value of Life Insurance • Money Market • Stocks •
Retirement (e.g., 401k, IRA) Account (used for the transaction)

Account Type – use list above	Financial Institution	Account Number	Cash or Market Value
Checking Account		1245	\$500.00
In Process			
Provide TOTAL Amount Here			\$500.00

2b. Other Assets and Credits You Have ☒ Does not apply

2c. Liabilities - Credit Cards, Other Debts, and Leases that You Owe ☐ Does not apply

List all liabilities below (except real estate) and include deferred payments. Under Account Type, choose from the types listed here:

- Revolving (e.g., credit cards) • Installment (e.g., car, student, personal loans) • Open 30-Day (balance paid monthly) • Lease (not real estate) • Other

Account Type – use list above	Company Name	Account Number	To be paid off at	Monthly Payment
Installment	JEFFERSON CAPITAL SYST	3937313662003	Unpaid Balance or before closing <input type="checkbox"/>	\$146.40
Installment	MEMBERS 1ST F C U	6738480001	\$7,220.00 <input checked="" type="checkbox"/>	\$515.00
Revolving	AMEX	3499928919878483	\$6,402.00 <input checked="" type="checkbox"/>	\$259.00
Revolving	CITI 4100390204959247	\$3,867.00 \$134.00	Revolving TBOM/ATLS/FORTIVA 7656502093719901	\$2,998.00 \$94.00
Revolving	MEMBERS 1ST FCU	4999500001079882	\$1,942.00 <input checked="" type="checkbox"/>	\$39.00
Revolving	COMENITYCB/BOSCOV	5780976083156535	\$1,861.00 <input checked="" type="checkbox"/>	\$37.00
Revolving	BK OF AMER	5199471318946921	\$1,140.00 <input checked="" type="checkbox"/>	\$80.00
Installment	AFFIRM INC	EXIICWQH	\$142.00 <input checked="" type="checkbox"/>	\$72.00
			<input checked="" type="checkbox"/>	

Does not apply



Section 3: Financial Information — Real Estate.

This section asks you to list all properties you currently own and what you owe on them.

☐ I do not own any real estate

3a. Property You Own

If you are refinancing, list the property you are refinancing FIRST.

Address	Street 1823 State Street	Unit #
	City Harrisburg	State PA
		ZIP 17103
Property Value	Status: Sold,	Country US
		For 2-4 Unit Primary or Investment Property

Borrower Name: Maryann Butler

GURLA20_S 0718

Uniform Residential Loan Application

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GURLA20S (POD)

Freddie Mac Form 65 - Fannie Mae Form 1003 Effective 1/2021

	Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. if not included in Monthly Mortgage Payment	Monthly Rental Income	For LENDER to calculate: Net Monthly Rental Income
\$147,000.00	Retained	Primary Residence	\$306.47	\$0.00	\$

Mortgage Loans on this Property ☐ Does not apply

Creditor Name	Account Number	Monthly Mortgage Payment	Unpaid Balance	To be paid off or before closing	Type: FHA, VA, Conventional, USDA-RD, Other	Credit Limit (if applicable)
TRUIST MORTGAGE	9423001798531	\$640.00	\$60,293.00	<input checked="" type="checkbox"/>		
				<input type="checkbox"/>		

3b. IF APPLICABLE, Complete Information for Additional Property

☒ Does not apply

3c. IF APPLICABLE, Complete Information for Additional Property

☒ Does not apply

Section 4: Loan and Property Information.

This section asks about the loan's purpose and the property you want to purchase or refinance.

In Process

Loan Amount \$ 112,179.00 Loan Purpose Purchase Refinance Other (specify) Unit #

Property Address Street 1823 State Street City Harrisburg State PA ZIP 17103 County Dauphin

Number of Units 1 Property Value \$ 147,000.00

Occupancy Primary Residence Second Home Investment Property FHA Secondary Residence

1. Mixed-Use Property. If you will occupy the property, will you set aside space within the property to operate your own business? (e.g., daycare facility, medical office, beauty/barber shop) NO YES

Is the property built on a permanent chassis? NO YES

Is the property a mobile home? ☒ Does not apply

For Purchase Only ☒ Does not apply

Does not apply

Include all gifts and grants below. Under Source, choose from the sources listed here:

- Community Nonprofit
- Federal Agency
- Relative
- State Agency
- Lender
- Employer
- Local Agency
- Religious Nonprofit
- Unmarried Partner
- Other

Borrower Name: Maryann Butler

GURLA20_S 0718

Uniform Residential Loan Application

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GURLA20S (POD)

Freddie Mac Form 65 · Fannie Mae Form 1003 Effective 1/2021



Borrower Name: Maryann Butler

GURLA20_S 0718

Section 5: Declarations.

This section asks you specific questions about the property, your funding, and your past financial history.

A. Will you occupy the property as your primary residence?

NO YES If YES, have you had an ownership interest in another property in the

If YES, complete (1) and (2) below:

(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?

(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?

☐ ☒

B. If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?

NO

YES

C. Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or NO YES obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application?

If YES, what is the amount of this money?

☒ ☐

D. 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or closing this transaction that is not disclosed on this loan application?

NO

YES before

2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan NO not disclosed on this application?

☒ YES that is

☒ ☐

E. Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid NO YES through your property taxes (e.g., the Property Assessed Clean Energy Program)?

☒ ☐

F. Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?

In

☒ ☐

☒ ☐

☒ ☐

☒ ☐

☒ ☐

☒ ☐

G. Are there any outstanding judgments against you?

NO

YES

☒ ☐

H. Are you currently delinquent or in default on a Federal debt?

NO

YES

☒ ☐

I. Are you a party to a lawsuit in which you potentially have any personal financial liability?

NO

YES

☒ ☐

J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years?

NO

YES

K. Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a NO YES third party and the Lender agreed to accept less than the outstanding mortgage balance due?

L. Have you had property foreclosed upon in the last 7 years?

NO

YES

M. Have you declared bankruptcy within the past 7 years?

NO

YES

Borrower Name: Maryann Butler

Uniform Residential Loan Application

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If YES, identify the type(s) of bankruptcy:

Chapter 7

Chapter 11

Chapter 12

Chapter 13

Section 6: Acknowledgements and Agreements.

This section tells you about your legal obligations when you sign this application.

Acknowledgments and Agreements

Definitions:

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

I agree to, acknowledge, and represent the following:

(1) The Complete Information for this Application

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction.
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may

- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.

- I intend to sign and have signed this application either using my:

- (a) electronic signature; or
- (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.

- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

(5) Delinquency

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

(6) Authorization for Use and Sharing of Information

result in the imposition of: **In Process** By signing below, in addition to the

representations and agreements

- (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any

made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the loan



misrepresentation that I have made on this application, and/or (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 et seq.).

(2) The Property's Security

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

(3) The Property's Appraisal, Value, and Condition

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

(4) Electronic Records and Signatures

- The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.

application and related loan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my loan or its servicing:

- process and underwrite my loan;
- verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
- inform credit and investment decisions by the Lender and Other Loan Participants;
- perform audit, quality control, and legal compliance analysis and reviews;
- perform analysis and modeling for risk assessments;
- monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me; and
- other actions permissible under applicable law.

Signed by:

 DE38DC9AD03442A

Borrower Signature

Maryann Butler

Date (mm/dd/yyyy) 2/5/2025 | 07:46:59 PST

Section 7: Military Service.

This section asks questions about your (or your deceased spouse's) military service.

Military Service of Borrower

Military Service – Did you (or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces?

☒ NO ☐ YES
 (mm/dd/yyyy)

- If YES, check all that apply:
- ☐ Currently serving on active duty with projected expiration date of service/tour / /
 - ☐ Currently retired, discharged, or separated from service
 - ☐ Only period of service was as a non-activated member of the Reserve or National Guard Surviving
 - ☐ spouse

Section 8: Demographic Information.

This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more

Race: Check one or more

☐ Hispanic or Latino American Indian or Alaska Native – Print name of enrolled Other Hispanic or Latino – Print origin:

☒ **Process**

☒ Asian Mexican Puerto Rican Cuban or principal tribe:

☒

☐ Asian Indian Chinese Filipino

☐

For example: Argentinean, Colombian, Dominican, Nicaraguan, and so on. Other Asian – Print race:

☐ Japanese Korean Vietnamese Salvadoran, Spaniard,

Not Hispanic or Latino

I do not wish to provide this information

☐ For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.

☐ Black or African American

Sex

Native Hawaiian or Other Pacific Islander

Female

Native Hawaiian Guamanian or Chamorro Samoan Male

Other Pacific Islander – Print race:

I do not wish to provide this information

For example: Fijian, Tongan, and so on.

White

I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

Was the ethnicity of the Borrower collected on the basis of visual observation or surname?

☐ ☐

Was the sex of the Borrower collected on the basis of visual observation or surname?

☐ ☐

Was the race of the Borrower collected on the basis of visual observation or surname?

☐ ☐

The Demographic Information was provided through:

☐ Face-to-Face Interview (includes Electronic Media w/ Video Component) Telephone Interview NO

☐

☐

YES

NO YES

NO YES

Fax or Mail

Email or Internet

Borrower Name: Maryann Butler

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Section 9: Loan Originator Information.

To be completed by your Loan Originator.

Loan Originator InformationLoan Originator Organization Name New American Funding, LLCAddress 9150 South Hills Boulevard Suite 260, Broadview Heights, OH 44147Loan Originator Organization NMLSR ID# 6606State License ID# 43834.015Loan Originator Name Shawn WainwrightLoan Originator NMLSR ID# 918316State License ID# 109275Email Shawn.Wainwright@nafinc.comPhone 330-840-5618

Signature _____

Date (mm/dd/yyyy) 01/29/2025

In Process



To be completed by the Lender:

Lender Loan No./Universal Loan Identifier 549300E2UX99HKDBR481100174826344

Agency Case No. 446-6285091-703

Uniform Residential Loan Application — Unmarried Addendum

For Borrower Selecting the Unmarried Status

Lenders Instructions for Using the Unmarried Addendum

The Lender may use the Unmarried Addendum only when a Borrower selected "Unmarried" in Section 1 and the information collected is necessary to determine how State property laws directly or indirectly affecting creditworthiness apply, including ensuring clear title.

For example, the Lender may use the Unmarried Addendum when the Borrower resides in a State that recognizes civil unions, domestic partnerships, or registered reciprocal beneficiary relationships or when the property is located in such a State. "State" means any state, the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States.

If you selected "Unmarried" in Section 1, is there a person who is not your legal spouse but who currently has real property rights similar to those of a legal spouse? NO ☐ YES ☒

If YES, indicate the type of relationship and the State in which the relationship was formed. For example, indicate if you are in a civil union, domestic partnership, registered reciprocal beneficiary relationship, or other relationship recognized by the State in which you currently reside or where the property is located.

☐ Civil Union ☐ Domestic Partnership ☐ Registered Reciprocal Beneficiary Relationship ☐ Other (explain) _____

State _____

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Borrower Name: Maryann Butler
 Uniform Residential Loan Application -- Unmarried Addendum
 To be completed by the Lender:
Lender Loan No./Universal Loan Identifier
 549300E2UX99HKDBR481100174826344



Agency Case No. 446-6285091-703

Uniform Residential Loan Application — Lender Loan Information

This section is completed by your Lender.

Community Property State

At least one borrower lives in a community property state.
 The property is in a community property state.

Transaction Detail

Conversion of Contract for Deed or Land Contract

Renovation

Construction-Conversion/Construction-to-Permanent

Single-Closing

Two-Closing

Refinance Type

No Cash Out
 Limited Cash Out
 Cash Out

Refinance Program

Full Documentation
 Interest Rate Reduction
 Streamlined without Appraisal
 Other

Energy Improvement

Mortgage loan will finance energy-related improvements.

Property is currently subject to a lien that could take priority over

☐
☐
☐

Construction/Improvement Costs \$ the first mortgage lien, such as a clean energy lien paid for through Lot Acquired Date / / (mm/dd/yyyy)
 property taxes (e.g., the Property Assessed Clean Energy program).
 Original Cost of Lot \$

Project Type ☐ Condominium ☐ Cooperative ☐ Planned Unit Development (PUD) ☒ Property is not located in a project

L2. Title Information Title to the Property Will be Held in What Name(s): For Refinance: Title to the Property is Currently Held in What

In Process

Name(s): Maryann Butler

☒

Estate Will be Held in

☐ Fee Simple

☐ Leasehold Expiration Date / / (mm/dd/yyyy)

Manner in Which Title Will Be Held

☐ Sole Ownership

☐ Joint Tenancy with Right of Survivorship

☐ Life Estate

☐ Tenancy by the Entirety

☐ Tenancy in Common

☐ Other

Trust Information

☐ Title Will be Held by an Inter Vivos (Living) Trust

☐ Borrower Name(s): Maryann Butler

☐ Uniform Residential Loan Application — Lender Loan Information

☐ Title Will be Held by a Land Trust

Indian Country Land Tenure

☐ Fee Simple On a Reservation

☐ Individual Trust Land (Allotted/Restricted)

☐ Tribal Trust Land On a Reservation

☐ Tribal Trust Land Off Reservation

☐ Alaska Native Corporation Land ☒

Mortgage Type Applied For

☒ Conventional ☐ USDA-RD

☐ FHA ☐ VA ☐ Other:

Amortization Type

☐ Fixed Rate ☐ Other (explain):

☐ Adjustable Rate If

Adjustable Rate:

☐ Initial Period Prior to First Adjustment (months)

☐ Subsequent Adjustment Period (months)

Loan Features

☐ Balloon / Balloon Term (months)

☐ Interest Only / Interest Only Term (months)

☐ Negative Amortization

☐ Prepayment Penalty / Prepayment Penalty Term

☐ Temporary Interest Rate Buydown / Initial Buydown Rate

☐ Other (explain):

Terms of Loan

Note Rate 7.250 %

Loan Term 240 (months)

Mortgage Lien Type

☐ First Lien

☐ Subordinate Lien

Proposed Monthly Payment for Property

First Mortgage (P & I) \$ 886.64

Subordinate Lien(s) (P & I) \$

Homeowner's Insurance \$ 150.00 Supplemental Property

Insurance \$ Property Taxes \$ 111.01

Mortgage Insurance \$ 45.46

Association/Project Dues (Condo, Co-Op, PUD) \$ Other



DUE FROM BORROWER(S)

A. Sales Contract Price \$

B. Improvements, Renovations, and Repairs \$

C. Land (if acquired separately) \$

D. (For Refinance: Balance of Mortgage Loans on the Property to be paid off in the Transaction See Table 3a. Property You Own) \$
60,293.00

E. (Credit Cards and Other Debts Paid Off See Table 2c. Liabilities — Credit Cards, Other Debts, and Leases that You Owe) \$ 25,572.00

F. Borrower Closing Costs (including Prepaid and Initial Escrow Payments) \$ 8,480.82

G. Discount Points \$ 3,537.00

H. TOTAL DUE FROM BORROWER(s) (Total of A thru G) \$ 97,882.82

TOTAL MORTGAGE LOANS

I. Loan Amount

Loan Amount Excluding Financed Mortgage Insurance (or Mortgage Insurance Equivalent) \$ 110,250.00

Financed Mortgage Insurance (or Mortgage Insurance Equivalent) Amount \$ 1,929.00

\$ 112,179.00

J. Other New Mortgage Loans on the Property the Borrower(s) is Buying or Refinancing

(See Table 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing)

\$

K. TOTAL MORTGAGE LOANS (Total of I and J) \$ 112,179.00

TOTAL CREDITS

L. Seller Credits (Enter the amount of Borrower(s) costs paid by the property seller)

In

Process) \$

M. Lease Purchase Fund, Lot Equity, Relocation Funds, Sweat Equity, Trade Equity, Other) Other Credits (Enter the sum of all other credits

— Borrower Paid Fees, Earnest Money, Employer Assisted Housing,

\$

N. TOTAL CREDITS (Total of L and M)

\$

CALCULATION

TOTAL DUE FROM BORROWER(s) (Line H)

\$ 97,882.82

LESS TOTAL MORTGAGE LOANS (Line K) AND TOTAL CREDITS (Line N)

- \$ 112,179.00

Cash From/To the Borrower (Line H minus Line K and Line N)

NOTE: This amount does not include reserves or other funds that may be required by the Lender to be verified.

(\$ 14,296.18)

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GURLA20S

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(POD)



Borrower Name(s): Maryann Butler

Uniform Residential Loan Application — Lender Loan Information

BORROWER CONSENT TO THE USE OF TAX RETURN INFORMATIONBorrower(s): **Maryann Butler**Date: **02/04/2025**Loan Number: **1001748263****1823 State Street, Harrisburg, PA 17103**

Property Address:

Lender/Broker: **New American Funding, LLC**

I understand, acknowledge, and agree that the Lender and Other Loan Participants can obtain, use and share tax return information for purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan or (iii) as otherwise permitted by applicable laws, including state and federal privacy and data security laws.

I understand, acknowledge, and agree that the Lender and other Loan Participants can obtain,

use **In Process**

and share personal tax return information and, as applicable, business tax return information from every business tax return for which my Lender has obtained a form 4506-T.

The Lender includes the Lender's affiliates, agents, service providers and any of aforementioned parties' successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and assigns.

ACKNOWLEDGEMENT

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.

Signed by

 0E3B0C9A0D03442A

2/5/2025 | 07:46:59 PST

Maryann Butler

Date

Date



NAF_BORROWER CONSENT TO Rev. 03.10.2023
THE USE OF TAX RETURN
INFORMATION (INI)

LOAN #: 1001748263

New American Funding, LLC
14511 Myford Road, Suite 100
Tustin, CA 92780

HAZARD INSURANCE ENDORSEMENT LETTER

POLICY NUMBER: To Be Determined

AGENT'S NAME AND ADDRESS: To Be Determined

INSURED'S NAME: Maryann Butler

PROPERTY ADDRESS: 1823 State Street
Harrisburg, PA 17103

Please make the changes requested below: **In**

Process

☒ Correct Mortgage Clause to read:
New American Funding, LLC ISAOA/ATIMA
P.O. Box 5071
Troy, MI 48007-5071
Servicing Loan #:

☐ Change Property address to:

☐ Change Insured's Name to:

☐ The amount of coverage is not sufficient. Please increase coverage _____
to



Other:

Please send the endorsement(s) directly to:

New American Funding, LLC ISAOA/ATIMA
P.O. Box 5071 Troy,
MI 48007-5071
Servicing Loan #:

NAF Hazard Insurance Endorsement Letter - EDRev. 03.15.23

Technology Consent Agreement

Date: 2/4/2025

Lender: New American Funding, LLC

Borrower Name: Maryann Butler

Address: 1823 State Street, Harrisburg, PA 17103

Borrower Cell: 717-424-8220

Borrower Home: 717-288-9726

Borrower Work: 717-395-9946

Borrower Email Address: mfmallah87@icloud.com

New American Funding, LLC ("NAF") and its partners, which can be found at <https://www.newamericanfunding.com/legal/partners/> (which list may be modified from time to time) ("Partners"), will use technology to provide you, the person(s) making a loan inquiry, loan application or obtaining a loan, with important communications and updates.

This is a big part of why NAF garners such high satisfaction from our customer reviews. NAF's dedication to providing great customer service continues after loan closing as you are kept updated on loan products, real estate and/or home-related products or services that may be of interest to you, and the servicing of any of your loans by New American Funding, LLC

. To facilitate these high ratings, NAF relies on technology to communicate which aids in our ability to extend exceptional service. Please help us succeed by reviewing the important information below.

Consent to Use of Technology In Process

Email. You agree that NAF and its Partners may communicate with you via email at the email address specified above, which you may update from time to time.

Calls and Text Messages. You authorize NAF and parties calling on NAF's behalf to call you and send you SMS/MMS text messages for telemarketing, advertising and servicing purposes regarding a mortgage loan, real estate, and home-related products or services at the telephone number(s) listed above, which you may update from time to time, using an autodialer, pre-recorded or artificial voice, AI generative voice and SMS/MMS text message, even if the telephone number you provided is a cellular phone or other service for which you may be charged. If you have provided a cellular telephone number above, you represent that you are the wireless subscriber or authorized user and have the authority to give this consent. Further, you agree to notify NAF any time a telephone number you have provided to NAF changes. You understand that you are not required to provide this consent in order to obtain goods or services from NAF and that you can be connected with us without providing consent by calling (800) 450-2010.

You understand and agree that if you would like to revoke your consent to be contacted by autodialer and/or SMS text messages, you may exclusively opt-out of the receipt of such communications by contacting NAF at CustomerService@nafinc.com or (800) 450-2010 ext. 7100. This is the exclusive mechanism for opt-outs and we will act on the opt-out request in a reasonable period of time.



NAF Technology Agreement 1 of 2 Rev. 03.19.23 You authorize NAF and its Partners to contact you even if your telephone number or email address appears on a NAF internal Do Not Call / Do Not Email List, within a State or National Do Not Call Registry, or any other Do Not Contact List.

By signing below, you hereby agree that NAF and its partners can contact you as described above.

Signed by:
A handwritten signature in blue ink, appearing to read "MB".
0E38DC8ADD03442A

2/5/2025 | 07:46:59 PST

Maryann Butler

Date

Date

In Process

NAF Technology Agreement

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Rev. 03/19/23
LOAN #: 1001748263

FHA/VA NOTICE TO APPLICANTS

This is notice to you, as required by the Right to Financial Privacy Act of 1978, that the Veterans Administration or Department of Housing and Urban Development, whichever is appropriate, has the right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transactions will be available to VA or HUD without further notice or authorization, but will not be disclosed or released to another government agency or department without consent, except as required or permitted by law.

Signed by:

DEBORAH D. MALLA

2/5/2025 | 07:46:59 PST

MARYANN BUTLER DATE **In Process**

ICE Mortgage Technology, Inc.

GVANTJ 0502 GVANTJ (INI)



Affiliated Business Arrangement Disclosure Statement

Borrower(s): Maryann Butler	Property: 1823 State Street Harrisburg, PA 17103
Broker/Lender: New American Funding, LLC 9150 South Hills Boulevard Suite 260 Broadview Heights, OH 44147	Date: 02/04/2025

This is to give you notice that **New American Funding, LLC** has a business relationship with NAF Homes, Inc. and Empower Settlement Services, LLC and NAF Insurance Services, LLC. The nature of the relationship (and percentage of ownership) is: The Family Trust owners who indirectly own the membership shares of New American Funding, LLC also are the indirect owners (100%) of NAF Homes, Inc. and The Family Trust owners who indirectly own the membership shares of New American Funding, LLC also indirectly hold a majority membership interest (80%) in Empower Settlement Services, LLC and The Family Trust owners who indirectly own the membership shares of New American Funding, LLC also are the indirect owners (100%) of NAF Insurance Services, LLC.

Because of these relationships, this referral may provide **New American Funding, LLC** a financial or other benefit.

- (X) **A.** Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for (X) settlement of your loan on, or (X) purchase, sale, or refinance of, the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH **In**

Process

SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Service	Charge or Range of Charges
NAF Homes, Inc. - Real Estate Brokerage Services	Real estate commissions are typically 2% - 6% of the purchase price and paid by the seller. NAF Homes, Inc. matches borrowers with real estate agents. NAF Homes, Inc. is eligible to receive a portion of commissions pursuant to broker participation agreements.
Empower Settlement Services, LLC - Settlement and Closing	\$400 - \$700

Empower Settlement Services, LLC - Title Insurance Services	\$120 - \$5,000
NAF Insurance Services, LLC – Homeowner's Insurance	\$139 - \$5,000 annual premium depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)

- () B. Set forth below is the estimated charge or range of charges for the settlement services of an attorney, credit reporting agency, or real estate appraiser that we, as your lender, will require you to use, as a condition of your loan on this property, to represent our interest in the transaction.

Provider and Settlement Service	Charge or Range of Charges

Acknowledgement



NAF Affiliated Business Disclosure

Rev. 10.04.23 I/We have read this disclosure form and understand that **New American Funding, LLC** is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Signed by:

 0E380C8ADD3442A

2/5/2025 | 07:46:59 PST

Maryann Butler

Date

Date

In Process



NAF Affiliated Business Disclosure

Rev. 10.04.23

BORROWER'S AUTHORIZATION

Borrower(s): Maryann Butler

Date: 02/04/2025

Loan No.: 1001748263

Property Address: 1823 State Street
Harrisburg, PA 17103

Lender: New American Funding, LLC

AUTHORIZATION:

I/We have applied for a mortgage with New American Funding, LLC ("Lender") (NAF). As previously communicated to you, I/We hereby authorize the Lender to obtain and review my/our consumer credit report(s).

Lender is hereby authorized to release any of my/our information required by Lender to complete the processing of this loan request. Necessary information may include employment and/or income information, savings deposits, checking accounts, consumer credit reports, consumer credit balances, payment and history, mortgage payment records and subordination agreements/requirements.

A photocopy of this letter will be deemed acceptable authorization for release of any of the above information or

documentation requested by Lender.

In Process

Intent to Proceed:

By my/our signature(s) below, I/we hereby acknowledge receipt of my/our Loan Estimate ("LE") and would like to proceed with the loan application covered by the LE.

Intent to Apply Jointly:

If this is an application for joint credit, Borrower and Co-Borrower(s) each agree that by our signatures below we intend to apply jointly for this credit.

**THIS FORM MUST BE SIGNED AND RETURNED IN ORDER TO COMPLETE THE
PROCESSING OF THIS LOAN APPLICATION.**

Signed by:

0E380CBAD03442A

2/5/2025 | 07:46:59 PST

Signature
Social Security # XXX-XX-4679

Date

Signature
Social Security # XXX-XX-

Date

Signature
Social Security # XXX-XX-

Date

Signature
Social Security # XXX-XX-

Date



NAF Borrower's Authorization

Rev. 03/10/2023

Rev. 05/24

FACTS

WHAT DOES NEW AMERICAN FUNDING DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law requires us to tell you how we collect, share, and protect your personal information. Please also read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security Number and Credit History • Employment Information and Income • Transaction History and Mortgage Rates and Payments 	
How?	All financial companies need to share Customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their Customers' personal information; the reasons New American Funding chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information.	Does New American Funding share?	Can you limit this sharing?
<p>For our everyday business purposes— such as to process orders and legal investigations, or report to credit bureaus. In P your transactions, maintain your account(s), respond to court</p>	Processes Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes
To limit our sharing	<ul style="list-style-type: none"> • Call 800-450-2010 and select Customer Service or • Visit us online: https://naf.com/manage-private-info-use <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	

Questions?

Call **800-450-2010** or go to **www.newamericanfunding.com**



NAF Privacy Policy – Affiliate Opt Out

Rev. 05/24

Page 2

Who we are

Who is providing this notice?

New American Funding, LLC and its affiliates NAF Insurance Services, LLC, NAF Cash, LLC and NAF Homes, Inc.

What we do

How does *New American Funding* protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does *New American Funding* collect my personal information?

We collect your personal information, for example, when you

- Apply for a loan
- Give us your income information
- Give us your employment history
- Provide your mortgage information
- Show your government-issued ID

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an

In

account I hold jointly

with somebody else?

Process

Your choices will

apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as NAF Homes, Inc., Empower Escrow, Inc., Empower Settlement Services, LLC, NAF Cash, LLC, and NAF Insurance Services, LLC.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include other financial services companies, insurance companies, or other consumer service providers.*

Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none">▪ <i>Our joint marketing partners include other financial services companies and other consumer service providers.</i>
Other important information	
State Law. We follow state law if state law provides you with additional privacy protections.	



NAF Privacy Policy – Affiliate Opt Out

Notice to Homeowner

Assumption of HUD/FHA Insured Mortgages

Release of Personal Liability

FHA Case Number: **446-6285091-703**Loan Number: **1001748263**

You are legally obligated to make the monthly payments required by your mortgage (deed of trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep investors and non-creditworthy purchasers from acquiring one-to-four family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some non-profit organizations, Indian tribes or service persons; and loans under special mortgage insurance programs for property sold by HUD, rehabilitation loans or refinancing of insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal residence, or (2) who does occupy the property but whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately due and payable." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person whose credit has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have

been transferred to the new buyer. mortgage, you are still liable for the mortgage debt unless you obtain a

In
Pro release from liability **ces** **S** from your mortgage lender. Even if you sell

your home by letting an approved purchaser (that is, a creditworthy owner-occupant) assume your FHA-approved lenders have been instructed by HUD to prepare such a release when an original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and pay the mortgage debt and thereby agrees to become the substitute mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of Seller"). You should ask for it if the mortgage lender does not provide it to you automatically when you sell your home to a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debt.

You must sign and date this Notice as indicated, return one copy to your lender as proof of notification and keep one copy for your records.

Signed by:


MARYANN BUTLER

2/5/2025 | 07:46:59 PST

DATE

Instructions to Lender: A copy of this Notice must be given to the mortgagor(s) on or before the date of settlement. You should retain a signed copy in the origination file.

GNT0J 0816
GNT0J (INI)



FHA APPLICATION OF UNUSED ESCROW FUNDS AUTHORIZATION

Maryann ButlerBorrower(s):

Date: February 4, 2025

Loan Number: 1001748263

Property Address: **1823 State Street**
Harrisburg, PA 17103

Lender: **New American Funding, LLC**
License #: **43834.015**
NMLS #: **6606**

Loan Originator: **Shawn Wainwright**
License #: **109275**
NMLS #: **918316**

Your existing mortgage contains funds that have been held in an escrow account which will be used to satisfy any outstanding real estate taxes, homeowners insurance, annual assessments, and monthly mortgage insurance premiums, if applicable. In the event there are remaining funds after satisfying these items, the amount may be applied to your new loan.

Please select the manner in which you authorize **New American Funding, LLC**

In Process

to apply these funds.

- ☒ Reduce the payoff amount of the existing mortgage.
- ☒ Pay closing costs on the new mortgage.
- ☒ Buydown the interest rate on the new mortgage.
- ☒ Establish an escrow account on the new mortgage.

☐ Other: _____

ACKNOWLEDGEMENT

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.

Signed by
A handwritten signature in black ink, appearing to read "M. Butler", enclosed in a rectangular box.

MARYANN BUTLER

2/5/2025 | 07:46:59 PST

DATE

ICE Mortgage Technology, Inc.

GFHAUEJ 0414
GFHAUEJ (INI)

OCCUPANCY AND FINANCIAL STATEMENT

Borrower(s): **Maryann Butler**Date: **February 4, 2025**Loan Number: **1001748263**Property Address: **1823 State Street**
Harrisburg, PA 17103Lender/Broker: **New American Funding, LLC**Loan Originator: **Shawn Wainwright**License #: **43834.015**License #: **109275**NMLS #: **6606**NMLS #: **918316**

1. Occupancy: [check one box only]

- ☒ **Principal Residence.** Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence to occupy and use the Property as Borrower's principal residence within the time frames set

forth above if Lender **In Process** for at least one
(1) year from the date that Borrower first occupies the Property. However, Borrower will not have agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.

- ☐ **Second Home.** Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.
- ☐ **Investment.** The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.

2. **Financial Status:** Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that the information accurately reflects Borrower's current financial status. Borrower certifies further

that Borrower has not received a layoff notice or otherwise has knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.

3. **False, Misleading or Inaccurate Statements:** Borrower understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, representations concerning Borrower's occupancy of the Property and Borrower's financial status. Borrower understands further that any intentional or negligent misrepresentation(s) of the

Page 1 of 2

GOCFIJ 0315
GOCFIJ (INI)



LOAN #: 1001748263

information contained in, or made in connection with, the Loan Application may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.

Signed by:

MARYANN BUTLER

2/5/2025 | 07:46:59 PST

MARYANN BUTLER

DATE

In Process

Page 2 of 2

GOCFIJ 0315
GOCFIJ (INI)



PENNSYLVANIA LOCK-IN AGREEMENT

Maryann ButlerBorrower(s):

Date: February 4, 2025

Loan Number: 1001748263

Property Address: 1823 State Street

Harrisburg, PA 17103 Lender: New American

Funding, LLC

Loan Originator: Shawn Wainwright

License #: 43834.015

License #: 109275

NMLS #: 6606

NMLS #: 918316

This disclosure is provided to you pursuant to 7 Pa. Cons. Stat. § 6121 (11).

This Agreement contains the terms of the loan for which you applied. This is not a commitment or approval.

- This Lock-In Rate expires at 3:00 PM on: March 20, 2025

In Process

- This agreement locks-in the following items:

☒ The interest rate, which is:

☒ 7.250 %

☐ determined as follows:

☒ Discount points, which are 3.153 percent of the loan amount.

You ☐ agree ☒ do not agree to pay a Lock-In Fee of N/A

ACKNOWLEDGEMENT

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.

Signed by:

M. BUTLER

MARYANN BUTLER

2/5/2025 | 07:46:59 PST

DATE



U. S. Department of Housing and Urban Development
NOTICE TO PURCHASERS

THE IMPORTANCE OF A HOME INSPECTION

HUD Does NOT WARRANT THE CONDITION OF A PROPERTY. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into your mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."

WATCH OUT FOR LEAD-BASED PAINT POISONING!

If the home you intend to purchase was built before 1978, it may contain lead-based paint. About three out of every four pre-1978 buildings have lead-based paint.

WHAT IS LEAD POISONING?

Lead poisoning means having high concentrations of lead in the body.

LEAD CAN:

- Damage a child's brain, nervous system, kidneys, hearing, or coordination.

In

Process

□ Cause major health problems, especially

in children under 7 years old.

- Affect learning.
- Cause behavior problems, blindness, and even death.
- Cause problems in pregnancy and affect a baby's normal development.

WHO GETS LEAD POISONING?

Anyone can get it, but children under 7 are at the greatest risk, because their bodies are not fully-grown and are easily damaged. The risk is worse if the child:

- Lives in an older home (built/constructed before 1978, and even more so before 1960).
- Does not eat regular meals (an empty stomach accepts lead more easily).
- Does not eat enough foods with iron or calcium.
- Has parents who work in lead-related jobs.
- Has played in the same places as brothers, sisters, and friends who have been lead poisoned.

(Lead poison *cannot* be spread from person to person. It comes from contact with lead.)

Women of childbearing age are also at risk, because lead poisoning can cause miscarriages, premature births, and the poison can be passed onto their unborn babies.

WHERE DOES IT COME FROM?

The lead hazards that children most often touch are *lead dust*, *leaded soil*, loose chips and chewable surfaces painted with lead-based paint. A child may be harmed when it puts into its mouth toys, pacifiers, or hands that have leaded soil or lead dust on them. Lead also comes from:

- Moving parts of windows and doors that can make lead dust and chips.
- Lead-based paint on windows, doors, wood trim, walls and cabinets in kitchens and bathrooms, on porches, stairs, railings, fire escapes and lampposts.
- Soil next to exterior of buildings that have been painted with lead-based paint and leaded gasoline dust in soil near busy streets. □ Drinking water. (pipes and solder)



- Parents who may bring lead dust home from work on skin, clothes, and hair.
- Colored newsprint and car batteries.
- Highly glazed pottery and cookware from other countries. ☐ Removing old paint when refinishing furniture.

In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for lead in gasoline, lead in solder used in water pipes, and lead in paint. Still, a great deal of lead remains in and around older homes, and lead-based paint and accompanying lead dust are seen as the major sources.

HOW DO I KNOW IF MY CHILD IS AFFECTED?

Is your child:

- | | |
|------------------------------------|---|
| <input type="checkbox"/> Cranky? | <input type="checkbox"/> Unable to concentrate? |
| <input type="checkbox"/> Vomiting? | <input type="checkbox"/> Hyperactive? |
| <input type="checkbox"/> Tired? | <input type="checkbox"/> Complaining of stomach aches or headaches? |
| • Unwilling to eat or play? | <input type="checkbox"/> Playing with children who have these symptoms? |

These can be signs of lead poisoning. However, your children might not show these signs and

yet be poisoned; only your clinic or Doctor can test for sure. **In**

Process

WHAT CAN I DO ABOUT IT?

Your child should first be tested for lead in the blood between six months and one year old. Ask the clinic or your doctor to do it during a regular checkup. Your doctor will tell you how often you should have your child tested after that. A small amount of lead in the blood may not make your child seem very sick, but it can affect how well he or she can learn. If your child does have high amounts of lead in the blood, you should seek treatment and have your home tested for lead-based paint and lead dust.

HOW DO I KNOW IF MY HOME HAS LEAD-BASED PAINT?

The appraisal does not determine whether a home actually has lead-based paint. It only identifies whether there are defective paint surfaces in a home that might have lead-based paint. Therefore, the only way you can know for sure is to have the home tested by a qualified firm or laboratory. Both the interior and exterior should be tested. You should contact your local health or environmental office for help.

WHAT DO I DO IF MY HOME DOES HAVE LEAD?

Do not try to get rid of lead-based paint yourself; you could make things worse for you and your family. If your home contains lead-based paint, contact a company that specializes in lead-based paint abatement. Have professionals do the job correctly and safely. This may cost thousands of dollars, depending on the amount of lead-based paint and lead dust found in your



home, but it will also protect you and your children from the effects of lead poisoning. In the meantime, there are things you can do *immediately*, to protect your child:

- Keep your child away from paint chips and dust.
- Wet-mop floors and wipe down surfaces often, especially where the floors and walls meet.
- Be sure to clean the space where the window sash rests on the sill. Keeping the floor clear of paint chips, dust and dirt is easy and very important.
- Do not sweep or vacuum lead-based paint chips or lead dust with an ordinary vacuum cleaner.
- Lead dust is so fine it will pass through a vacuum cleaner bag and spread into the air you breathe.
- Make sure your children wash their hands frequently and always before eating. □ Wash toys, teething rings, and pacifiers frequently.

WILL HUD INSURE A MORTGAGE LOAN ON A HOME WITH LEAD-BASED PAINT?

HUD may insure a mortgage on a house even with lead-based paint if defective paint surfaces are treated. HUD will not remove it. You will have to pay for the cost of removal yourself.

ACKNOWLEDGMENT

I acknowledge that I have received and read a copy of this Notice before signing the sales contract to purchase my property.

Signed by:

DE38DC9A0D3442A

2/5/2025 | 07:46:59 PST

Borrower

Date

Co-Borrower

Date

In Process



LOAN #: 1001748263

MORTGAGE FRAUD IS INVESTIGATED BY THE FBI

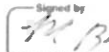


Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.

Signed by

MARYANN BUTLER

1/31/2025 | 13:57:20 PST

DATE

ICE Mortgage Technology, Inc.

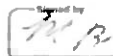
GFBIFJ 0119
GFBIFJ (INI)

LOAN #: 1001748263

14. Effective date of new policies, endorsements, and/or assignments shall be as of, or prior to, the date of recording this loan.
15. If the security property is a condominium, the master insurance policy must contain a minimum of \$1,000,000.00 coverage for "Directors & Officers" liability as well as "walls-in" coverage policy (commonly known as HO-6 policy). The policy must include replacement of improvements and betterment coverage to cover any improvements that you may have made to the unit. A copy of the master policy must be submitted to the Lender prior to funding.

AN ACCEPTABLE POLICY, WITH ENDORSEMENTS AND/OR ASSIGNMENTS, MUST BE FORWARDED TO AND RECEIVED BY LENDER BEFORE THIS LOAN CAN BE FUNDED: OTHERWISE, LENDER MAY BE FORCED TO PLACE INTERIM COVERAGE ON THE PROPERTY AT AN ADDITIONAL COST TO THE BORROWER(S).

Each of the undersigned acknowledges that he or she has read and understands the foregoing provisions and insurance requirements. This authorization will remain irrevocable for the undersigned as owner(s) of the subject property, and for any assignees, for as long as this loan remains on subject property.

Signed by


MARYANN BUTLER

1/31/2025 | 13:57:20 PST

DATE



HUD Addendum to Uniform Residential Loan Application

OMB Approval No. HUD: 2502-0059 (exp. 10/31/26)

Part I – Identifying Information

HUD/FHA Application for Insurance under the National Housing Act and Borrower Certification

FHA Case No. (include any suffix)

446-6285091-703

Mortgagee Case No.

1001748263

Mortgagee ID
2122100009

Sponsor ID

Agent ID

Mortgagee Name, Address (include ZIP Code), and Telephone Number

New American Funding, LLC
9150 South Hills Boulevard Suite 260
Broadview Heights, OH 44147
NMLS ID: 6606
330-840-5618

Name and Address of Sponsor

Name and Address of Agent

Borrower's Name & Present Address (include ZIP Code)

Maryann Butler

1823 State Street
Harrisburg, PA 17103

Property Address

(include name of subdivision, lot & block no., & ZIP Code)

1823 State Street
Harrisburg, PA 17103

Sponsored Originations

Name of Third-Party Originator

NMLS ID of Third-Party Originator

Part II – Borrower Consent for Social Security Administration to Verify Social Security Number

authorize SSA to provide explanatory information to HUD/FHA in the event of a discrepancy. This consent is valid for 180 days from

the **In Process**

I authorize the Social Security Administration

(SSA) to verify my Social Security Number (SSN) to the Mortgagee and HUD/FHA. I date signed, unless indicated otherwise by the individual(s) named in this loan application.

Signature(s) of Borrower(s) – Read consent carefully. Review accuracy of SSNs provided on this application.

Borrower's Name:

Maryann Butler

Co-Borrower's Name:

Date of Birth:

March 26, 1966

Date of Birth:

Social Security Number:

175-56-4679

Social Security Number:

Signature(s) of Borrower(s)

Date Signed

Signature(s) of Co-Borrower(s)

Date Signed

Signed by

DE38DC8A0D3442A2/5/2025 | 07:46:59 PST

MARYANN BUTLER

DATE

Part III – Borrower Notices, Information, and Acknowledgment**Public Reporting Burden**

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the



Borrower Name: ~~Maryann Butler~~FHA Case No.: ~~446-6285091-703~~

collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number, which can be located on the OMB Internet page at <http://www.reginfo.gov/public/do/PRAMain>.

WARNING: This warning applies to all certifications made in this document.

Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729

Caution: Delinquencies, Defaults, Foreclosures, and Abuses

Delinquencies, defaults, foreclosures, and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The Mortgagee in this transaction, its agents and assigns, as well as the Federal Government, its agencies, agents, and assigns are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Federal Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency, or mortgage servicing agency to collect the amount due; foreclose the mortgage; sell the property; and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice (DOJ) for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written off debt of yours to the Internal Revenue Service as your taxable income. All of these actions may be used to recover any debts owed when it is determined to be in the interest of the Mortgagee or Federal Government, or both.

As a mortgage loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to HUD/FHA who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment may be a debt owed by you to the Federal Government and subject to established collection

In Process

procedures.

Fair Housing Act

I and anyone acting on my behalf are, and will remain, in compliance with the Fair Housing Act, 42 U.S.C. § 3604, et seq., with respect to the dwelling or property covered by the loan and in the provision of services or facilities in connection therewith. I recognize that any restrictive covenant on this property related to race, color, religion, sex, disability, familial status, or national origin is unlawful under the Fair Housing Act and unenforceable. I further recognize that in addition to administrative action by HUD, a civil action may be brought by the DOJ in any appropriate U.S. court against any person responsible for a violation of the applicable law.

Certification and Acknowledgment


All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief.



Borrower Name: Maryann Butler FHA Case No.: 446-6285091-703

Verification may be obtained from any source named herein. I have read and understand the foregoing concerning my liability on the loan and Part III, Borrower Notices, Information, and Acknowledgment.

Signature(s) of Borrower(s) – Do not sign unless this application is fully completed. Read the certification carefully and review accuracy of this application.

Signature(s) of Borrower(s)	Date Signed	Signature(s) of Co-Borrower(s)	Date Signed
 <small>Signed by DE38DC8AD03442A</small>	2/5/2025 07:46:59 PST		

MARYANN BUTLER**DATE**

Part IV – Direct Endorsement Approval for a HUD FHA-Insured Mortgage

A. Underwriting the Borrower

Date Mortgage Approved: _____ Date Approval Expires: _____

For mortgages rated as an "accept" or "approve" by FHA's Technology Open To Approved Lenders (TOTAL) Mortgage Scorecard:

- The information submitted to TOTAL was documented in accordance with HUD Handbook 4000.1, *FHA Single Family Housing Policy Handbook* (Handbook 4000.1) and accurately represents the final information obtained by the mortgagee; and
- This mortgage complies with Handbook 4000.1 section II.A.4.e Final Underwriting Decision (TOTAL) to the extent that no defect exists in connection with the underwriting of this mortgage such that it should not have been approved in accordance with FHA requirements.

I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Mortgagee Representative Signature: _____

Printed Name: _____

Title: _____

----- **OR** -----

For mortgages rated as a "refer" by FHA's TOTAL Mortgage Scorecard, or manually underwritten by a Direct Endorsement (DE) underwriter:



Borrower Name: **Maryann Butler**FHA Case No.: **446-6285091-703**

- I have personally reviewed and underwritten the borrower's credit application;

In**Process**

- The information used to underwrite the borrower was documented in accordance with Handbook 4000.1 and accurately represents the final information obtained by the mortgagee; and
- This mortgage complies with Handbook 4000.1 section II.A.5.d Final Underwriting Decision (Manual) to the extent that no defect exists in connection with the underwriting of this mortgage such that it should not have been approved in accordance with FHA requirements.

I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Direct Endorsement Underwriter Signature: _____ DE's ID Number: _____

B. Underwriting the Property

For all mortgages where FHA requires an appraisal, I have personally reviewed and underwritten the appraisal according to FHA requirements. I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Direct Endorsement Underwriter Signature: _____ DE's ID Number: _____

Part V. – Mortgagee's Certification

- I have personally reviewed the mortgage documents and the application for insurance endorsement; and
- This mortgage complies with Handbook 4000.1 section II.A.7 Post-closing and Endorsement to the extent that no defect exists that would have changed the decision to endorse or submit the mortgage for insurance.

I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Mortgagee

New American Funding, LLC

Name of Mortgagee's Representative

Shawn Wainwright

Borrower Name: Maryann ButlerFHA Case No.: 446-6285091-703

Title of Mortgagee's Representative
Loan Originator

Signature of the Mortgagee's Representative

In

SS

Date

Proc

Privacy Act Notice

Authority: Section 203 of the National Housing Act (12 U.S.C. § 1709) and Section 255 of the National Housing Act (12 U.S.C. § 1715z-20) authorize HUD to process applications for FHA insurance of eligible Single Family and Home Equity Conversion Mortgages and respond to inquiries regarding applications for mortgage insurance. 31 U.S.C. § 7701 and 42 U.S.C. § 3543 authorize HUD to collect taxpayer identifying numbers, which may include Social Security Numbers (SSNs).

Purpose: HUD will use this information to determine eligibility for FHA mortgage insurance, and for other purposes described in the published Privacy Act System of Records Notice (SORN).

Routine Uses: Pursuant to the published SORN, HUD may share the information with other program offices within HUD, law enforcement, other government agencies, government sponsored enterprises (GSEs), lenders, and other program participants, as necessary to verify eligibility, process mortgage insurance applications, engage in research and analysis, enforce the law, assist in matters related to court proceedings, respond to potential or actual threats to the security of Federal information systems and related data, and for any other routine use published in the SORN.

Disclosure: Providing this information is voluntary; however, failure to provide the requested information may delay or restrict your eligibility for an FHA-insured mortgage loan, or other benefits you are seeking.

The System of Records Notice (SORN) for this collection is the Computerized Homes Underwriting Management System (CHUMS), and is publicly available at: https://www.hud.gov/program_offices/officeofadministration/privacy_act/pia/fednotice/SORNs_LoB#housing.

LOCK-IN AGREEMENT

Date: 02/04/2025

Lender: New American Funding, LLC

NMLS# 6606

Borrower(s): Maryann Butler

Property Address: 1823 State Street, Harrisburg, PA 17103

Loan Number: 1001748263

You have placed an application for a mortgage loan with the above-named Lender, repayment of which will be secured with the property above. The Lender accepts your loan application subject to the terms listed in this lock-in agreement. A 'lock-in agreement' is an agreement whereby the Lender guarantees for a specified number of days or until a specified date the availability of a specified rate of interest or specified formula by which the rate of interest will be determined and/or specific number of discount points, if the loan is approved and closed within the stated period of time. This is not a commitment to lend. You will be notified as to whether or not your application is approved. Lock Status: **Locked** Lock-in Date: 02/03/2025

This lock-in agreement will expire on: 03/20/2025

In

Process

Terms Locked In:

Interest Rate: **7.250%** LTV: 75.000% CLTV: 75.000%

Loan Type: Fixed

Discount Points: \$3,537.00

Commitment Fee: \$ N/A Lock-in Fee:

Lender's Efforts; Expiration:

The Lender will make a good faith effort to process your mortgage loan application and stands ready to fulfill the terms of its commitment before the expiration date of the lock-in agreement or any extension thereof. If your loan does not close before the expiration date of this lock-in agreement through no substantial fault of yours, you may withdraw the application or reject or terminate any commitment.

Changed Circumstance:

Changes that may affect your locked in rate include but are not limited to:

- ☐ Change in LTV or CLTV
- ☐ Cash out vs. No Cash Out

- ☐ Owner Occupied vs. Non Owner Occupied
- ☐ Impounds vs. No Impounds



NAF Lock-In Agreement

Rev. 03.17.23 **Contact Information:**

If you have any questions regarding your application or this lock-in agreement, please contact the Lender at:

New American Funding, LLC, 14511 Myford Road, Suite 100, Tustin, CA 92780
Phone: (800)450-2010

By: Shawn Wainwright

NMLS#: 918316

Acknowledgment

By signing below, you acknowledge that you have received and read this lock-in agreement and agree to its terms.

Signed by

HE 380C38D0D5442A

2/5/2025 | 07:46:59 PST

Maryann Rutler

Date

In Process

Date



REFINANCE CERTIFICATION

Maryann ButlerBorrower(s):

Date: February 4, 2025

Loan Number: 1001748263

Property Address: 1823 State Street
Harrisburg, PA 17103

Lender/Broker: New American Funding, LLC

Loan Originator: Shawn Wainwright

License #: 43834.015

License #: 109275

NMLS #: 6606

NMLS #: 918316

☐ I/We the undersigned, certify that the property referenced above is **NOT** currently listed for sale or under contract to be listed for sale.

I/We the undersigned acquired this property on August 1, 2018.

ACKNOWLEDGEMENT

In Process

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.

Signed by:

DE38DC8A1D03442A

MARYANN BUTLER

2/5/2025 | 07:46:59 PST

DATE

GRFCRJ (INI)



Exhibit C

FHA Appraisal Report & Withheld Repair Requirements

This exhibit contains the FHA appraisal report dated February 10, 2025, for the subject property located at 1823 State Street. The appraisal reflects a conditional property valuation subject to the correction of chipped paint and other FHA-specific conditions. Despite this notification, the lender failed to issue a cure notice or any follow-up guidance. This omission contributed to the delay and eventual derailment of the loan process, and supports Plaintiff's claims of procedural mishandling and obstruction under HUD and RESPA standards.



APPRAISAL OF REAL PROPERTY

LOCATED AT:

1823 State St
See Dauphin County Deed 20180019796
Harrisburg, PA 17103

FOR:

New American Funding
14511 Myford Road
Tustin, CA 92780

AS OF:

02/10/2025

BY:

Robert Cassel
836 Tamanini Way
Mechanicsburg, PA 17055
Phone 717 514 5380 / Fax 717 790 8724
e-mail / rcassel@comcast.net

Borrower	Maryann Butler	File No.	1001748263
Property Address	1823 State St		
City	Harrisburg	County	Dauphin
		State	PA
		Zip Code	17103
Lender/Client	New American Funding		

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File No. 1001748263

February 11, 2025

Robert Cassel
Accu-Fast Appraisals
836 Tamanini Way
Mechanicsburg, PA 17055
Phone: 717-514-5380
Fax : 717-790-8724
Email rcassel@accu-fast.net

New American Funding
14511 Myford Road
Suite 100
Tustin, CA 92780

RE: 1823 State Street, Harrisburg, PA 17103

Dear Sir or Madam;

Pursuant to your request, I have prepared a APPRAISAL REPORT of the property referenced in the "Summary of Salient Features" which follows.

The accompanying report is based on a site inspection of improvements, investigation of the subject neighborhood area of influence, and review of sales, cost, and income data for similar properties.

This appraisal has been made with particular attention paid to applicable value-influencing economic conditions and has been processed in accordance with nationally recognized appraisal guidelines.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal, and contingent upon the certification and limiting conditions attached.

Please do not hesitate to contact me if I can be of additional service to you.

Respectfully,

Robert Cassel
PA Certified Residential Appraiser

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1823 State St
	Legal Description	See Dauphin County Deed 20180019796
	City	Harrisburg
	County	Dauphin
	State	PA
	Zip Code	17103
	Census Tract	0216.00
	Map Reference	25420
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	Maryann Butler
	Lender/Client	New American Funding
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,890
	Price per Square Foot	\$
	Location	N;BsyRd;
	Age	103
	Condition	C3
	Total Rooms	8
	Bedrooms	4
	Baths	1.1
APPRAISER	Appraiser	Robert Cassel
	Date of Appraised Value	02/10/2025
VALUE	Final Estimate of Value	\$ 176,000

Uniform Residential Appraisal Report

446-6285091
File # 1001748263

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1823 State St City Harrisburg State PA Zip Code 17103
 Borrower Maryann Butler Owner of Public Record Maryann Butler County Dauphin
 Legal Description See Dauphin County Deed 20180019796
 Assessor's Parcel # 15-017-006 Tax Year 2024 R.E. Taxes \$ 1,332
 Neighborhood Name City of Harrisburg Map Reference 25420 Census Tract 0216.00
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ 0 ☐ PUD HOA \$ 0 ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☐ Purchase Transaction ☒ Refinance Transaction ☐ Other (describe)
 Lender/Client New American Funding Address 14511 Myford Road, Suite 100, Tustin, CA 92780
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s). Data Source is the local MLS.

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ Date of Contract Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %			
Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	55 %		
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %		
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	10	Low	Multi-Family	15 %		
Neighborhood Boundaries	The subject neighborhood is bounded by Route 22 to the north, Progress Avenue to the east, Market Street to the south and Cameron Street to the west.							1,000	High	300	Commercial	20 %	
Neighborhood Description	Subject has access to all necessary supporting facilities including schools, public parks, transportation, shopping and other amenities. Average property maintenance programs observed. Employment is within 15-30 minute drive. Steady prices and MLS statistics demonstrate stable demand for the area. Present Land use "Other" is 5% vacant land.							200	Pred.	100	Other	5 %	
Market Conditions (including support for the above conclusions)	There are no foreseeable economic factors that might adversely influence the marketability or value of the subject. Interest rates are steady and are currently 6% to 9%. Seller concessions are not very common currently and tend to negatively impact market value as buyers have little, or no, need to offer concessions to close the sale at or near list price.												
Dimensions	See Attached Deed			Area	2469 sf			Shape	Roughly Rectangular			View	N,CtyStr;
Specific Zoning Classification	RM			Zoning Description	Residential Med-Density								
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use)			<input type="checkbox"/> No Zoning	<input type="checkbox"/> Illegal (describe)								
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe													
Utilities	Public Other (describe)			Public Other (describe)	Off-site Improvements - Type			Public	Private				
Electricity	<input checked="" type="checkbox"/> 100 AMP			Water	<input checked="" type="checkbox"/>			Street	Asphalt <input checked="" type="checkbox"/>				
Gas	<input checked="" type="checkbox"/>			Sanitary Sewer	<input checked="" type="checkbox"/>			Alley	Asphalt <input checked="" type="checkbox"/>				
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FEMA Flood Zone	X			FEMA Map #	42043C0338D				
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe													
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe													
No apparent adverse easements, encroachments, special assessments or other negative influences were noted. Subject however, to any easements, encroachments, assessments, etc. of record.													

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	Stone, Parge/Avg			Floors	HW, C, V, LVP, CT/Av		
# of Stories	3	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	Brick, Vinyl/Avg			Walls	DWall, Plaster/Avg		
Type	<input type="checkbox"/> Det. <input type="checkbox"/> Att. <input checked="" type="checkbox"/> S-Det./End Unit	Basement Area	661 sq.ft.	Roof Surface	Shingle, Rubber/Avg			Trim/Finish	Wood/Avg		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	0 %	Gutters & Downspouts	Aluminum/Avg			Bath Floor	Vinyl/Avg		
Design (Style)	TH/End	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type	Double Hung/Avg			Bath Wainscot	Ceramic Tile/Avg		
Year Built	1922	Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated	Storms/Avg			Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs)	15	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	Yes/Avg			Driveway	# of Cars 0		
Attic	<input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input checked="" type="checkbox"/> Radiant		Amenities	<input type="checkbox"/> Woodstove(s) # 0			Driveway Surface			
<input type="checkbox"/> Drop Stair <input checked="" type="checkbox"/> Stairs		Other <input type="checkbox"/> Fuel Gas		Fireplace(s) #	1			Garage	# of Cars 1		
<input checked="" type="checkbox"/> Floor <input type="checkbox"/> Scuttle		Cooling <input type="checkbox"/> Central Air Conditioning		<input checked="" type="checkbox"/> Patio/Deck Dk, Pt	<input checked="" type="checkbox"/> Porch EnPor			Carport	# of Cars 0		
<input checked="" type="checkbox"/> Finished <input checked="" type="checkbox"/> Heated		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other Window		Pool	None			Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in		
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)											
Finished area above grade contains: 8 Rooms 4 Bedrooms 1.1 Bath(s) 1,890 Square Feet of Gross Living Area Above Grade											
Additional features (special energy efficient items, etc.). See attached addenda.											
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3, Kitchen-updated-one to five years ago, Bathrooms-updated-one to five years ago, See attached addenda.											
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe											
Chipped paint is a potential lead based paint hazard.											
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe											

Uniform Residential Appraisal Report

446-6285091
File # 1001748263

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 110,000 to \$ 200,000 .	
There are 16 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 63,000 to \$ 198,500 .	
FEATURE	SUBJECT
Address	1823 State St Harrisburg, PA 17103
Proximity to Subject	0.09 miles N
Sale Price	\$ 152,000
Sale Price/Gross Liv. Area	\$ 95.30 sq.ft.
Data Source(s)	Bright #PADA2037694;DOM 21
Verification Source(s)	Public Records
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	ArmLth
Concessions	FHA;9120
Date of Sale/Time	s10/24;c09/24
Location	N;BsyRd;
Leasehold/Fee Simple	Fee Simple
Site	2469 sf
View	N;CityStr;
Design (Style)	SD3;TH/End
Quality of Construction	Q4
Actual Age	103
Condition	C3
Above Grade	Total Bdrms. Baths
Room Count	8 4 1.1
Gross Living Area	1,890 sq.ft.
Basement & Finished	661sf0sfin
Rooms Below Grade	704sf0sfin
Functional Utility	Average
Heating/Cooling	GasHW/NoAC
Energy Efficient Items	Typical/Area
Garage/Carport	1gd
Porch/Patio/Deck	EnP;Deck;Patio
Fireplace	None
Upgrades	Average
Upgrades	Average
Net Adjustment (Total)	Net Adj. 15.3 %
Adjusted Sale Price	Gross Adj. 15.3 %
of Comparables	
<input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) Corelogic Public Records	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) Local multi-list and county tax records	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	08/01/2018
Price of Prior Sale/Transfer	\$69,917
Data Source(s)	Corelogic Public Records
Effective Date of Data Source(s)	02/10/2025
Analysis of prior sale or transfer history of the subject property and comparable sales Corelogic public records indicate the subject's most recent transfer occurred on 8/1/2018 (deed (reg) - doc #19796 recorded on 8/9/2018). Comparable three previously transferred and was subsequently renovated.	
Summary of Sales Comparison Approach Sales used are the most recent similar and nearest closed sales available. The comparable sales indicate a value range of approximately \$175,000 to \$185,000 with the subject property falling within the range in terms of conditions and amenities offered. All adjustments were calculated using matched pairs analysis. Comparable sales one, two, three and four are all recent sales and were given additional weight. Sales three and four were given the most weight because they have the lowest net and gross adjustment. Comparable five was added to bracket the subject's garage; it was also given additional weight. Comparables six and seven are active listing and were given no weight in the final analysis of value.	
Indicated Value by Sales Comparison Approach \$ 176,000	
Indicated Value by: Sales Comparison Approach \$ 176,000 Cost Approach (if developed) \$ 271,050 Income Approach (if developed) \$ N/A	
The Sales Comparison Analysis is the most reliable approach to value. The Cost Approach is not appropriate for properties the age of the subject but was developed at the request of the lender. The Income approach to value is not considered reliable in estimating value for owner occupied single family residential properties and was not utilized in this appraisal.	
This appraisal is made <input type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input checked="" type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Repair of all chipped paint.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 176,000 , as of 02/10/2025 , which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

446-6285091
File # 1001748263

FEATURE		SUBJECT		COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address		1823 State St Harrisburg, PA 17103		1839 Regina St Harrisburg, PA 17103		2024 Bellevue Rd Harrisburg, PA 17104		804 N 18th St Harrisburg, PA 17103	
Proximity to Subject				0.20 miles SE		0.48 miles SE		0.17 miles NW	
Sale Price		\$		\$ 170,000		\$ 175,000		\$ 155,000	
Sale Price/Gross Liv. Area		\$ sq.ft.		\$ 96.48 sq.ft.		\$ 91.72 sq.ft.		\$ 110.71 sq.ft.	
Data Source(s)				Bright #PADA2039488;DOM 6		Bright #PADA2029672;DOM 136		Bright #PADA2041448;DOM 25	
Verification Source(s)				Public Records		Public Records		Public Records	
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION + (-) \$ Adjustment		DESCRIPTION + (-) \$ Adjustment		DESCRIPTION + (-) \$ Adjustment	
Sales or Financing				ArmLth		ArmLth		Listing	
Concessions				FHA;0		FHA;0		ListToSale%;0	
Date of Sale/Time				s12/24;c11/24		s07/24;c05/24		0 Active	
Location		N;BsyRd;		N;Res;		0 N;Res;		0 N;Res;	
Leasehold/Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site		2469 sf		1742 sf		0 1742 sf		0 1742 sf	
View		N;CtyStr;		N;CtyStr;		N;CtyStr;		N;CtyStr;	
Design (Style)		SD3;TH/End		SD3;TH/End		SD3;TH/End		SD2;TH/End	
Quality of Construction		Q4		Q4		Q4		Q4	
Actual Age		103		115		0 104		0 125	
Condition		C3		C2		C3		C3	
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count		8 4 1.1		8 4 1.1		8 5 1.0		6 3 1.0	
Gross Living Area		1,890 sq.ft.		1,762 sq.ft.		1,908 sq.ft.		1,400 sq.ft.	
Basement & Finished Rooms Below Grade		661sf0sfin		840sf0sfin		0 750sf0sfin		0 700sf300sfin	
Functional Utility		Average		Average		Average		Average	
Heating/Cooling		GasHW/NoAC		GasFWA/NoAC		0 GasHW/NoAC		GasFWA/NoAC	
Energy Efficient Items		Typical/Area		Typical/Area		Typical/Area		Typical/Area	
Garage/Carport		1gd		None		1gd1dw		None	
Porch/Patio/Deck		EnP;Deck;Patio		Porches,Balcony		0 Porches,Balcony		0 Porches,Balcony	
Fireplace		Fireplace		None		0 None		0 None	
Upgrades		Average		Average		Average		Average	
Upgrades		Average		Average		Average		Average	
Net Adjustment (Total)				X + - \$ 5,800		X + - \$ 10,000		X + - \$ 23,100	
Adjusted Sale Price of Comparables				Net Adj. 3.4 % Gross Adj. 9.3 % \$ 175,800		Net Adj. 5.7 % Gross Adj. 5.7 % \$ 185,000		Net Adj. 14.9 % Gross Adj. 26.5 % \$ 178,100	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).									
ITEM		SUBJECT		COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Date of Prior Sale/Transfer		08/01/2018		07/19/2021		04/04/2022		07/19/2021	
Price of Prior Sale/Transfer		\$69,917		\$1,200		\$58,000		\$32,500	
Data Source(s)		Corelogic Public Records		Corelogic Public Records		Corelogic Public Records		Corelogic Public Records	
Effective Date of Data Source(s)		02/10/2025		02/10/2025		02/10/2025		02/10/2025	
Analysis of prior sale or transfer history of the subject property and comparable sales									
Analysis/Comments									

446-6285091

File # 1001748263

COMPARABLE SALE # 7	COMPARABLE SALE :
---------------------	-------------------

Freddie Mac Form 70 March 2005

UAD Version 9/2011

Fannie Mae Form 1004 March 2005

Uniform Residential Appraisal Report

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File # 1001748263

The effective age of the subject property is significantly lower than its actual age. The estimate of effective age is subjective and is based on the appraiser's experience and observations during the inspection of the property.

There was no evidence of termite infestation at the time of the inspection and the appraiser does not specifically recommend a termite inspection. However, the appraiser is not an expert in this field and makes no warranties, either express or implied, as to this condition.

APPRAISERS INDEPENDENCE STATEMENT

-NO EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE LENDER, OR ANY OTHER THIRD PARTY ACTING AS A JOINT VENTURE PARTNER, INDEPENDENT CONTRACTOR, APPRAISAL MANAGEMENT COMPANY OR PARTNER ON BEHALF OF THE LENDER HAS INFLUENCED OR ATTEMPTED TO INFLUENCE THE DEVELOPMENT, REPORTING, RESULT OR REVIEW OF THIS ASSIGNMENT THROUGH COERCION, EXTORTION, COLLUSION, COMPENSATION, INSTRUCTION, INDUCEMENT, INTIMIDATION, BRIBERY OR IN ANY OTHER MANNER. I HAVE NOT BEEN CONTACTED BY ANYONE OTHER THAN THE INTENDED USER (LENDER/CLIENT AS IDENTIFIED ON THE FIRST PAGE OF THE REPORT), BORROWER, OR DESIGNATED CONTACT TO MAKE AN APPOINTMENT TO ENTER THE PROPERTY.

ADDITIONAL COMMENTS

- I am stating that I have not performed any service with regard to the subject property in the three years proceeding this assignment.
- The appraisal was ordered in compliance with Appraisal Independence "AIR" and Mortgage Letter 2009-28.
- There are no oil wells, gas wells or fracking operations that were noticeable during the inspection of the subject property.
- All photographs of the comparable sales were taken at the time of inspection with the exception of any comparables were photographing the comparable was not possible because people would have been included in the photograph or the property was located on a private lane.
- The subject measurements for GLA and Non-GLA areas were completed according to ANSI Z765-2021 standards, at the time of inspection.
- The intended use of this appraisal is solely to assist FHA in assessing the risk of property securing the FHA-insured Mortgage. FHA and the Lender/Client are the intended users of the appraisal report. The FHA Appraiser does not guarantee that the Property is free from defects. The appraisal establishes the value of the property for Mortgage insurance purposes only. This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions or deletions to the intended use, intended user, definition of market value or assumptions and limiting conditions are not permitted, however, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.
- The estimated value of the subject property is lower than the predominant neighborhood value. This does not negatively impact the value or marketability of the subject property.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The estimated site value was extracted from courthouse records.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	50,000
Source of cost data Marshall & Swift SwiftEstimator	DWELLING 1,890 Sq.Ft. @ \$ 134.32	= \$	253,865
Quality rating from cost service Average Effective date of cost data FEB 2025	Basement 661 Sq.Ft. @ \$ 34.92	= \$	23,082
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Appliance Allowance	= \$	
The Cost Approach is not applicable and is considered inappropriate for properties the age of the subject but was developed at the request of the lender.	Garage/Carport 220 Sq.Ft. @ \$ 62.67	= \$	13,787
	Total Estimate of Cost-New	= \$	290,734
	Less Physical Functional External		
	Depreciation 72,684	= \$(72,684)
	Depreciated Cost of Improvements	= \$	218,050
	As-is Value of Site Improvements	= \$	3,000
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH	= \$	271,050

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) The Income Approach to value is not considered a reliable indicator of value for single family owner occupied properties and was not utilized in this appraisal

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Cost Approach Worksheet

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

**Data Entry Report**Marshall & Swift
Swift Estimator**Property Address** 1823 State St, Harrisburg, PA - 17103

Reference # 1310876

Building Characteristics

#. of Stories Three Story 100 %

Total Floor Area 1890 sq. ft.

M&S Quality 3.0 (Average)

Improvements

Foundation*		Exterior*		Baths*	
Crawlspace	100 %	Exterior Walls	Veneer, Brick 80 %	Full Baths	1 count
Total Basement Area	661 sq. ft.		Frame, Siding, Vinyl 20 %	Half Baths	1 count
Concrete Walls	100 %	Roofing	Comp. Shingle or Built-up Rock 100 %		
HVAC		Amenities		Garages / Carport	
Radiators, Hot Water	100 %	Porch/Deck/ Breezeways	Wood Deck 120 sq. ft.	Detached Garage	220 sq. ft.
		Porch/Deck/ Breezeways	Open Slab Porch 247 sq. ft.		
		Porch/Deck/ Breezeways	Raised Enclosed Porch, Solid Walls 135 sq. ft.		
		Fireplaces	Single 2-Story Fireplace 1 count		

Building Depreciation

Marshall & Swift Tables Effective Age 15 years Typical Life 55 years

Adjustments

Local Multiplier	1.020 (Default)	Energy Adjustment	Moderate (Default)	Seismic Adjustment	Zone 1 (Default)
Architects Fee %	1.30 (Default)	Foundation Adjustment	Moderate (Default)	Wind Adjustment	No Adjustment (Default)
Report Date	02/2025	Hillside Adjustment	Flat (Default)	Story Height	8 ft (Default)

Marshall & Swift's indicated value by cost approach can be verified at <https://alamode.swiftestimator.com/AlamodeTotal/verify>
 Verification Code : 0LS00S3H8

This report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate.

Uniform Residential Appraisal Report

446-6285091
File # 1001748263

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

446-6285091
File # 1001748263**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

446-6285091
File # 1001748263

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature

Name Robert CasselCompany Name Accu-Fast AppraisalsCompany Address 836 Tamanini Way
Mechanicsburg, PA 17055Telephone Number (717) 514-5380Email Address rcassel@comcast.netDate of Signature and Report 02/11/2025Effective Date of Appraisal 02/10/2025State Certification # RL139417

or State License # _____

or Other (describe) _____ State # _____

State PAExpiration Date of Certification or License 06/30/2025

ADDRESS OF PROPERTY APPRAISED

1823 State StHarrisburg, PA 17103APPRAISED VALUE OF SUBJECT PROPERTY \$ 176,000

LENDER/CLIENT

Name Stewart Valuation IntelligenceCompany Name New American FundingCompany Address 14511 Myford Road, Suite 100, Tustin, CA
92780

Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____

Name _____

Company Name _____

Company Address _____

Telephone Number _____

Email Address _____

Date of Signature _____

State Certification # _____

or State License # _____

State _____

Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property☐ Did inspect exterior of subject property from street

Date of Inspection _____

☐ Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection _____

Subject Photo Page

Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				

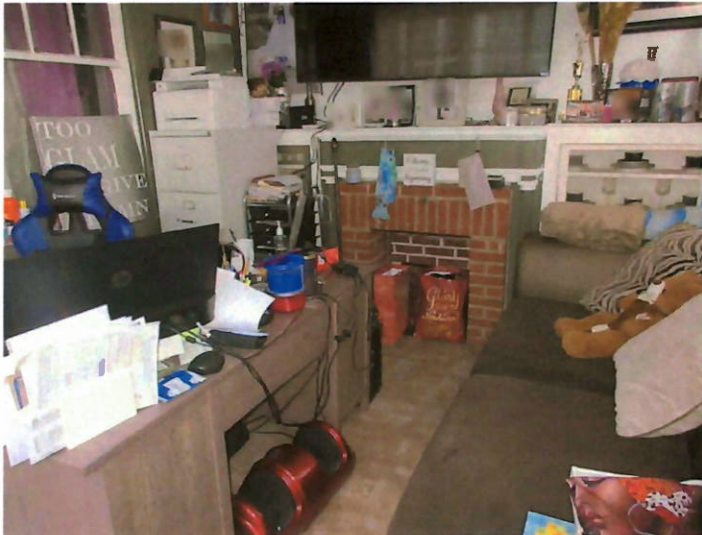
**Subject Front**

1823 State St
 Sales Price
 Gross Living Area 1,890
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 1.1
 Location N;BsyRd;
 View N;CtyStr;
 Site 2469 sf
 Quality Q4
 Age 103

**Subject Rear****Subject Street**

Subject Interior Photo Page

Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				

**Subject Interior**

1823 State St
 Sales Price
 Gross Living Area 1,890
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 1.1
 Location N;BsyRd;
 View N;CtyStr;
 Site 2469 sf
 Quality Q4
 Age 103

Office

**Subject Interior**

Living Room

**Subject Interior**

Family Room

Subject Interior Photo Page

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

**Subject Interior**

1823 State St
Sales Price
Gross Living Area 1,890
Total Rooms 8
Total Bedrooms 4
Total Bathrooms 1.1
Location N;BsyRd;
View N;CtyStr;
Site 2469 sf
Quality Q4
Age 103

Powder Room

**Subject Interior**

Kitchen

**Subject Interior**

Bedroom

Subject Interior Photo Page

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

**Subject Interior**

1823 State St
Sales Price
Gross Living Area 1,890
Total Rooms 8
Total Bedrooms 4
Total Bathrooms 1.1
Location N;BsyRd;
View N;CtyStr;
Site 2469 sf
Quality Q4
Age 103

Bedroom

**Subject Interior**

Bath

**Subject Interior**

Bedroom (WIC)

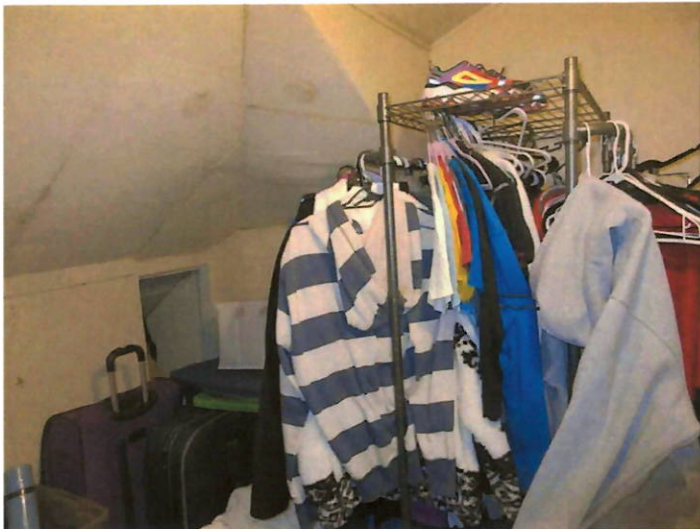
Subject Interior Photo Page

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

**Subject Interior**

1823 State St
 Sales Price
 Gross Living Area 1,890
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 1.1
 Location N;BsyRd;
 View N;CtyStr;
 Site 2469 sf
 Quality Q4
 Age 103

Bedroom (Attic)

**Subject Interior**

Walk-in Closet

**Subject Interior**

Basement

Photograph Addendum

Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				



Furnace



Water Heater



Electrical Panel Box

Photograph Addendum

Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				



Address Verification

Photograph Addendum

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

**Potential Fall Hazard****Door Lock****Blocked Access**

Photograph Addendum

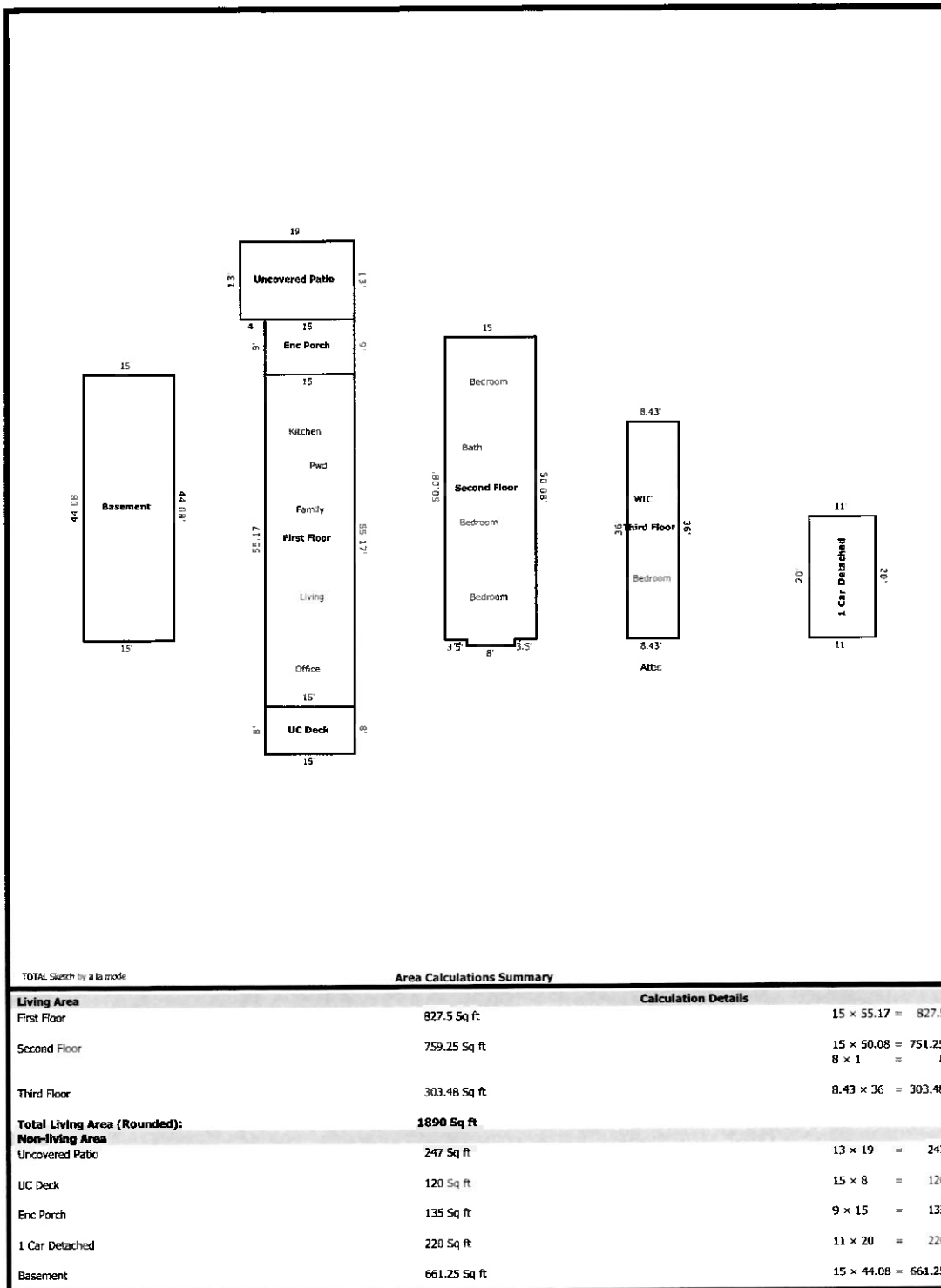
Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					



Chipped Paint - Window Trim

Building Sketch

Borrower	Maryann Butler			
Property Address	1823 State St			
City	Harrisburg	County	Dauphin	State PA Zip Code 17103
Lender/Client	New American Funding			



Comparable Photo Page

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

**Comparable 1**

1836 North St
 Prox. to Subject 0.09 miles N
 Sale Price 152,000
 Gross Living Area 1,595
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;CityStr;
 Site 4356 sf
 Quality Q4
 Age 143

**Comparable 2**

1720 North St
 Prox. to Subject 0.14 miles NW
 Sale Price 150,000
 Gross Living Area 1,442
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.1
 Location N;Res;
 View N;CityStr;
 Site 1742 sf
 Quality Q4
 Age 113

**Comparable 3**

1340 State St
 Prox. to Subject 0.37 miles SW
 Sale Price 185,000
 Gross Living Area 2,086
 Total Rooms 8
 Total Bedrooms 5
 Total Bathrooms 1.1
 Location N;BsyRd;
 View N;CityStr;
 Site 2178 sf
 Quality Q4
 Age 108

Comparable Photo Page

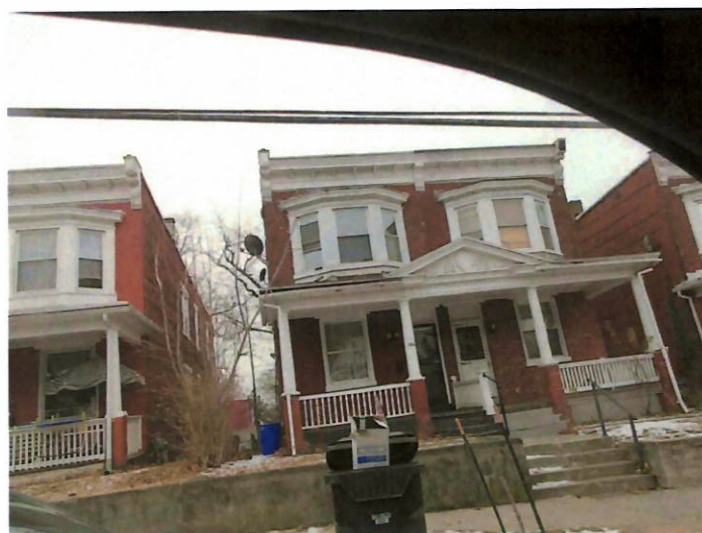
Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				

**Comparable 4**

1839 Regina St
 Prox. to Subject 0.20 miles SE
 Sales Price 170,000
 Gross Living Area 1,762
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 1.1
 Location N;Res;
 View N;CityStr;
 Site 1742 sf
 Quality Q4
 Age 115

**Comparable 5**

2024 Bellevue Rd
 Prox. to Subject 0.48 miles SE
 Sales Price 175,000
 Gross Living Area 1,908
 Total Rooms 8
 Total Bedrooms 5
 Total Bathrooms 1.0
 Location N;Res;
 View N;CityStr;
 Site 1742 sf
 Quality Q4
 Age 104

**Comparable 6**

804 N 18th St
 Prox. to Subject 0.17 miles NW
 Sales Price 155,000
 Gross Living Area 1,400
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.0
 Location N;Res;
 View N;CityStr;
 Site 1742 sf
 Quality Q4
 Age 125

Comparable Photo Page

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

**Comparable 7**

902 N 18th St
 Prox. to Subject 0.22 miles NW
 Sale Price 198,500
 Gross Living Area 1,905
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 2.0
 Location N;Res;
 View N;CityStr;
 Site 1742 sf
 Quality Q4
 Age 115

Comparable 8

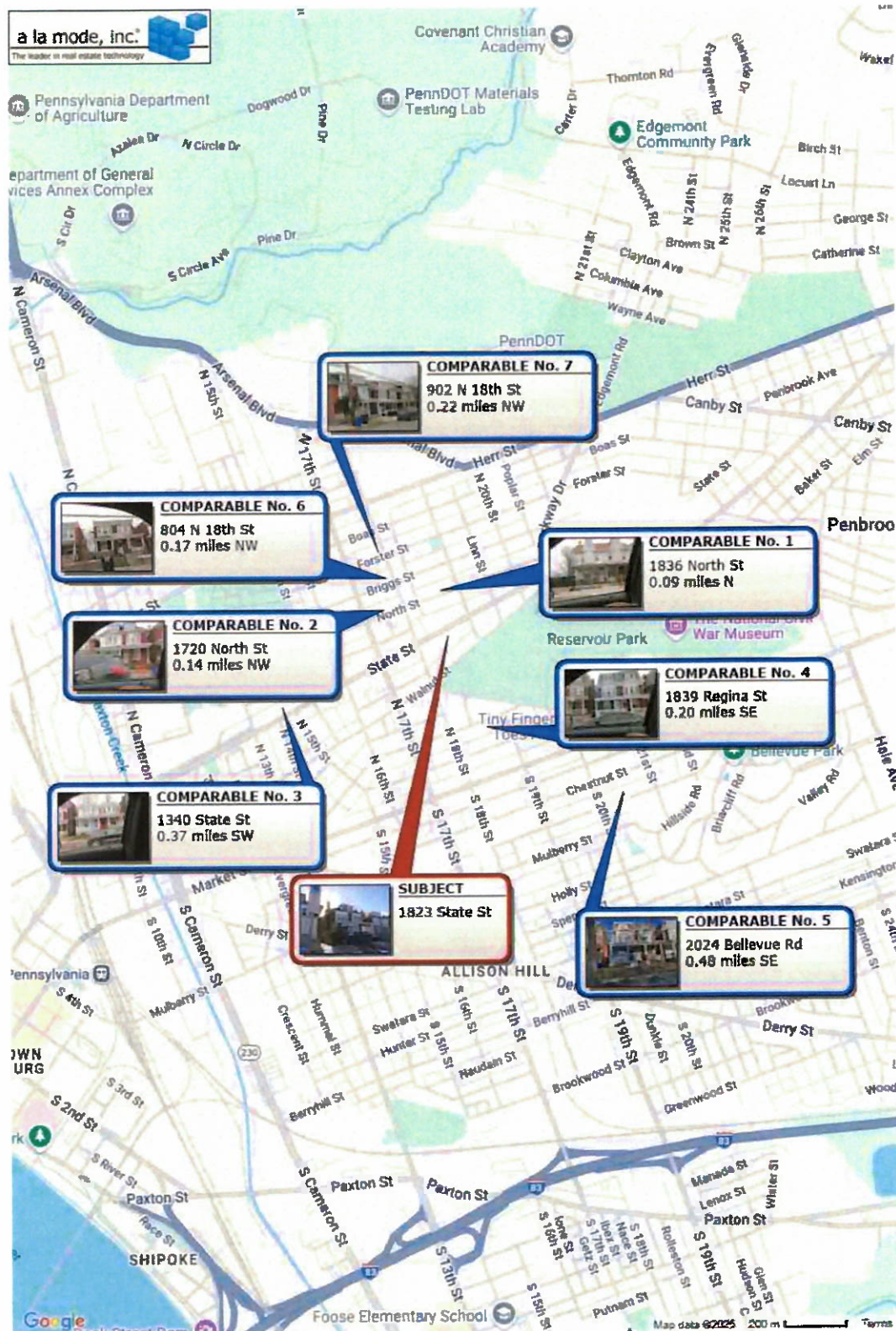
Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 9

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

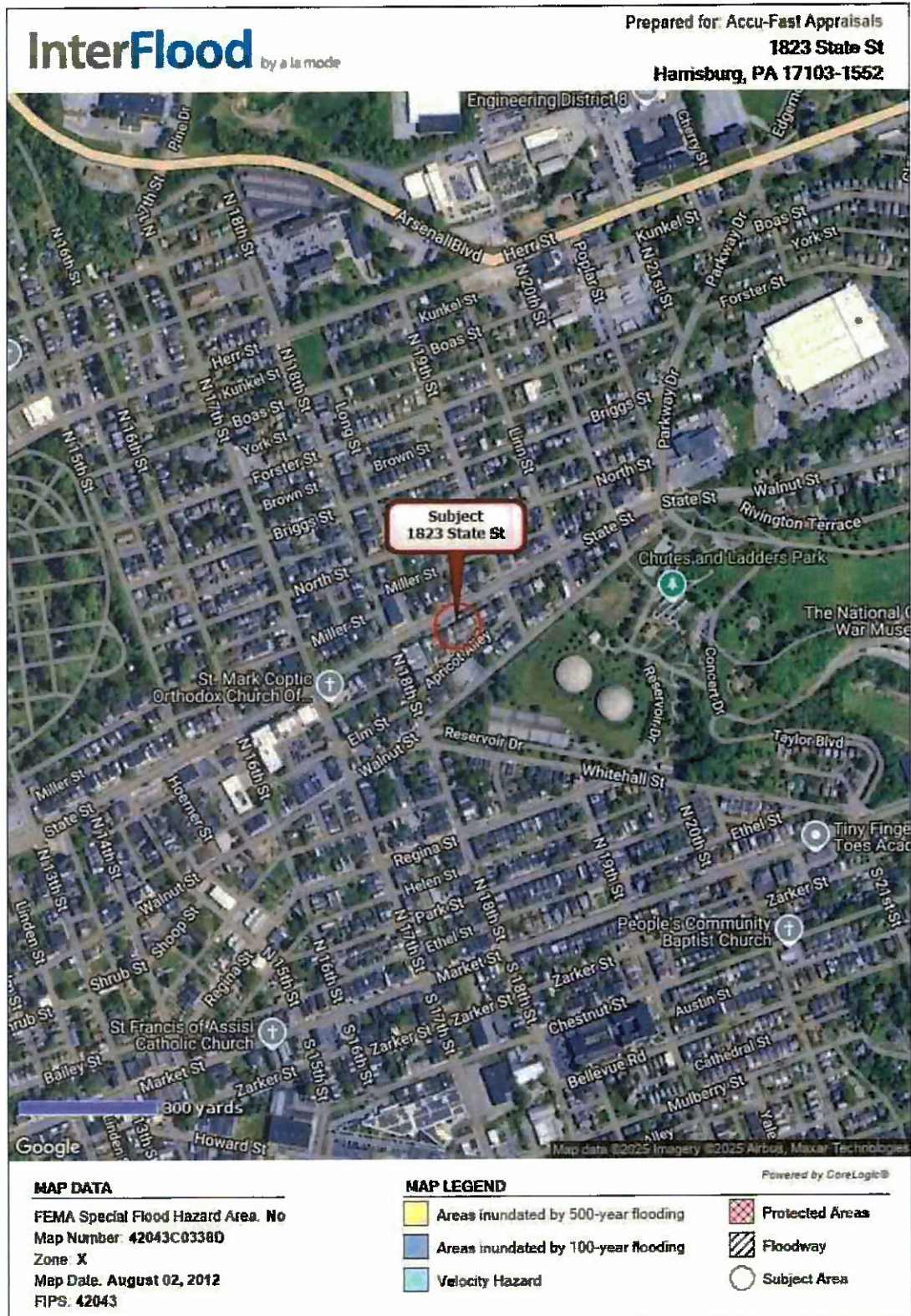
Location Map

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					



Flood Map

Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				




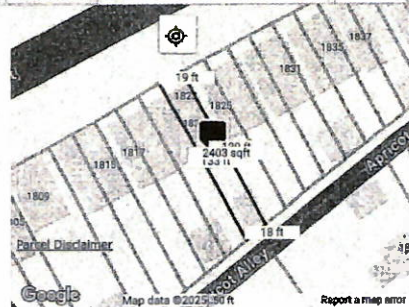
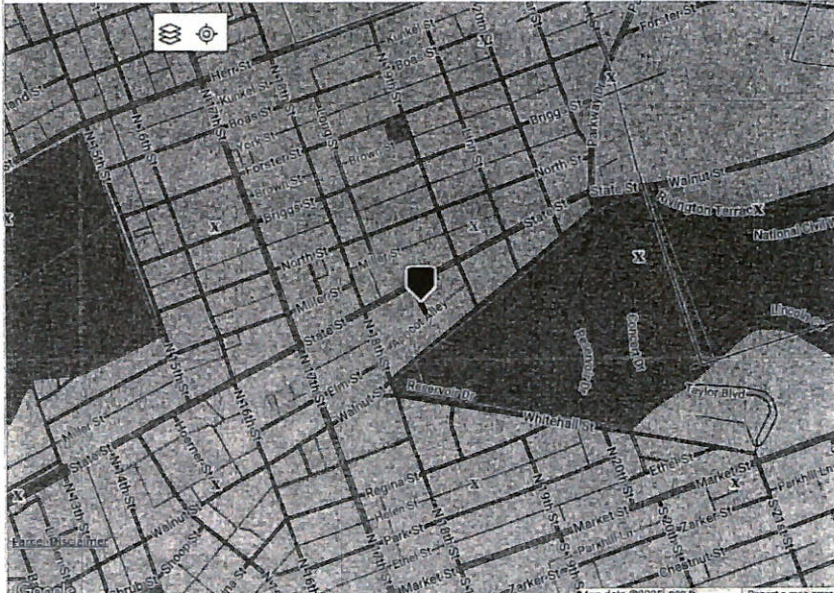
Subject Maps and Plot Plan

Borrower	Maryann Butler						
Property Address	1823 State St						
City	Harrisburg	County	Dauphin	State	PA	Zip Code	17103
Lender/Client	New American Funding						

Previous Next 2 of 2 Checked 0 All None Page One-Line display Display Agent 360 at 1 per page

☐ 1823 State St, Harrisburg, PA 17103-1552 City Of Harrisburg Tax ID 15-017-006-000-0000

Public Records Tax History Sale & Mortgage Flood Report Last Listing Public Record Only-Property History Sketches

Map data ©2025 Imagery ©2025 Airbus, S.A. Maxar Technologies

Map data ©2025, 30 ft Report a map error

Map data ©2025, 200 ft Report a map error

☐ Coastal 100-Year Floodway
 ☐ Coastal 100-year Floodplain
 ☐ 100-year Floodway
 ☐ 100-year Floodplain
 ☐ Undetermined
 ☐ 500-year Floodplain incl. levee protected area
 ☐ Out of Special Flood Hazard Area

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

Street Number is 1823
 Street Name is like "state"
 Found 2 results in 0.02 seconds.

Legal Description

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

INST#: 20180019796 Recorded: 08/09/2018 at 02:51:02 PM 5 PAGES JAMES M. ZUGAY,
 RECORDER OF DEEDS, DAUPHIN COUNTY, PA. RECORDED BY DEPUTY CLERK: CASHINGER TAO
 LPAUL

Prepared by and Return to:

Members 1st Settlement Company, LLC
 1021 Briarsdale Road
 Harrisburg, PA
 (717)795-6006
 File No. MM2708
 Parcel ID # 15-017-006

This Indenture, made the 1st day of August, 2018,

Between

CHRISTOPHER BICKEL AND NINA BICKEL, HUSBAND AND WIFE

(hereinafter called the Grantors), of the one part, and

MARYANN BUTLER, SINGLE PERSON

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of Sixty-Nine Thousand Nine Hundred Seventeen And 00/100 Dollars (\$69,917.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

ALL THAT CERTAIN parcel of real estate situate in the 15th Ward of the City of Harrisburg, County of Dauphin, and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the South side of State Street at the line of property now or late of Walter M. Kauffman, et ux, known as No. 1821 State Street, which point is two hundred eighty-nine and nine-tenths (289.9) feet East of the southeast corner of North 18th Street and State Street; thence eastwardly along the South side of State Street, nineteen (19) feet to the line of property now or late of John W. Valalst, et ux; thence southwardly along the line of said property and at right angles to State Street, one hundred twenty-eight and one-tenths (128.1) feet to the North side of Apricot Alley, nineteen and twenty-five hundredths (19.25) feet to the line of the aforementioned property of Walter Kauffman, et ux; and thence northwardly along the line of said property and for part of the distance through the center of the partition wall, one hundred thirty-one and seven-tenths (131.7) feet to the Place of **BEGINNING**.

HAVING THEREON ERECTED the eastern half of a double two and one-half story brick dwelling known as No. 1823 State Street.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE LAND DESCRIBED OR REFERRED HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION,

Tax Card

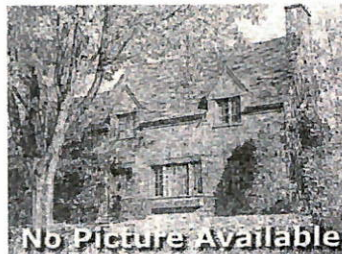
Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				

Agent 360

1823 State St, Harrisburg, PA 17103-1552

City Of Harrisburg

Tax ID 15-017-006-000-0000

**Summary Information**

Owner: Maryann Butler
 Owner Address: 1823 State St
 Owner City State: HARRISBURG PA
 Owner Zip+4: 17103-1552
 Owner Occupied: Yes
 Owner Carrier Rt: CD68

Property Class: Residential
 Annual Tax: \$978
 Settle Date: 08/09/18
 Sale Amount: \$69,917
 Doc Num: 20180019796
 Tax Record Updated: 02/05/25

Geographic Information

County: Dauphin, PA
 Municipality: City Of Harrisburg
 High Sch Dist: Harrisburg City
 Elm Sch Dist: Harrisburg City
 Tax ID: 15-017-006-000-0000
 Tax ID Alt: 15-017-006-000-0000

Mid Sch Dist: Harrisburg City
 Census:

Assessment & Tax Information

Tax Year:	2025	Annual Tax (Est):	\$978	Taxable Total Asmt:	\$25,000
County Tax:	\$209	Taxable Land Asmt:	\$9,800		
School Tax (Est):	\$769	Taxable Bldg Asmt:	\$15,200		
Asmt As Of:	2025			Exempt Class:	NA

Lot Characteristics

County Desc:	Primary Site	SQFT:	2,178
		Acres:	0.0500
		Roads:	Paved, Alley, Sidewalk
		Topography:	Rolling

Building Characteristics

Total SQFT:	2,219	Bed Rooms:	3	Basement Type:	Full
Residential Type:	Single/Det	Full Baths:	2	Year Built:	1922
Residential Design:	2 Story	Total Baths:	2.0	Total Below Grade:	540
Stories:	2.00	Family Room:	0	SQFT:	
Abv Grd Fin SQFT:	1,679	Total Fixtures:	2	Total Garage SQFT:	0
Fireplace Total:	0	Exterior:	Brick	Attic Description:	Finished
Porch/Deck:	Patio, Porch	Residential Units:	1	Porch/Deck Feats:	Roof/Covered
		Porch/Deck SQFT:	165		
		Elec:	Yes		

Codes & Descriptions

Land Use: R03 2 Story
 County Land Desc: Primary Site

MLS History

Market Conditions Addendum to the Appraisal Report

File No. 1001748263

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 1823 State St City Harrisburg State PA ZIP Code 17103

Borrower Maryann Butler

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	9	3	4	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	1.50	1.00	1.33	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	3	1	5	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	2.0	1.0	3.8	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	103,500	137,000	160,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	12	36	24	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	117,000	114,900	149,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	70	82	25	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	100.00%	100.00%	98.11%	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Seller (developer, builder, etc.) paid financial assistance prevalent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are not very common currently and tend to negatively impact market value as buyers have little, or no, need to offer concessions to close the sale at or near list price. The impact of any seller concessions is determined through matched pairs analysis.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

There are foreclosures in this market but they do not negatively impact the value or marketability of typical properties in this market.

Cite data sources for above information. Bright Multi-Listing Service and courthouse records.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The market appears to be stable overall and tends to reflect the seasonal nature of real estate sales in this area with more sales taking place in the spring and summer seasons. Interest rates have been relatively stable. Limited supply continues in the market making each listed property more competitive. This has resulted in sale prices exceeding list prices in many circumstances as potential buyers bid against each other. Demand, which is normally expected to slow down as fall and winter approach, may be impacted by changes to the interest rate. This particular market is currently undergoing a period of intense revitalization. Sales include properties both pre-renovation and post-renovation. Changes in the median may be influenced by the number of each type that transfer in a given period and may not be completely attributable to appreciation in this market.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature
Appraiser Name Robert Cassel
Company Name Accu-Fast Appraisals
Company Address 836 Tamanini Way, Mechanicsburg, PA 17055-7506
State License/Certification # RL139417 State PA
Email Address rcassel@comcast.net

Signature
Supervisory Appraiser Name
Company Name
Company Address
State License/Certification # State
Email Address

Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of Stewart Valuation Intelligence, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of New American Funding, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that Stewart Valuation Intelligence has never participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.



Signature

Robert Cassel

Appraiser's Name

PA State Certified Residential Appraiser

State Title or Designation

02/11/2025

Date

RL139417

State License or Certification #

06/30/2025

Expiration Date of License or Certification

PA
State

1823 State St, Harrisburg, PA 17103

Address of Property Appraised

05/13

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions**C1**

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions**Q1**

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

UAD Version 9/2011 (Updated 1/2014)

Form UADDEFINE1A - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Borrower	Maryann Butler	File No.	1001748263
Property Address	1823 State St		
City	Harrisburg	County	Dauphin
		State	PA
		Zip Code	17103
Lender/Client	New American Funding		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

3-6 Months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

This appraisal is made under the extraordinary assumption that all information pertaining to the subject property and comparable sales that was taken from public information sources is complete and accurate.

The use of any extraordinary assumption, or hypothetical condition, could affect the opinion of value.

The intended user is the client and lender and any additional users noted in the "Additional Comments" section. The intended use is for financing purposes only. This report is not intended for any other use.

All measurements were taken at the time of inspection and are compliant with ANSI standards.

This appraisal is made under the hypothetical condition that all required FHA repairs have already been repaired to minimum property standards as outlined in HUD Handbook 4000.1.

APPRAISER:

Signature:

Name: Robert Cassel

PA State Certified Residential Appraiser

State Certification #: RL139417

or State License #:

State: PA Expiration Date of Certification or License: 08/30/2025

Date of Signature and Report: 02/11/2025

Effective Date of Appraisal: 02/10/2025

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 02/10/2025

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

Supplemental Addendum

File No. 1001748263

Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction.

Every effort has been made to conform to FNMA, FHLME and FHLBB guidelines and, in most cases, an even stricter interpretation found common to most investors in the secondary market.

The appraiser has chosen what are believed to be the best comparable sales available from the market search. Adjustments in the "SALES COMPARISON ANALYSIS" are based on market extraction, not cost figures. Occasionally it is necessary to use comparables that have adjustments exceeding 10% of the comparable's sale price, that have net adjustments more than 15% of the comparable's sale price, that have gross adjustments exceeding 25% of the comparable's sale price, that are located more than three miles from the subject and/or that occurred more than six months prior to the date of the appraisal.

Since not every subject property can be compared to "ideal" comparable sales, the appraiser has chosen the best sales available from the market search which most closely conform to investors underwriting guidelines.

The highest and best use of the subject property was determined by a visual inspection of the subject market.

ADJUSTMENTS: The appraiser does not have access to, and does not use, peer or model adjustments in this appraisal. All adjustments are calculated using one of the following methods:

- Direct Comparison (Land)
- Local Contractor Pricing (Where applicable)
- Matched Pairs Analysis with linear regression.

HIGHEST AND BEST USE: The subject's highest and best use is its current use as a single family residence. Local zoning supports this use above other uses. The subject is maximally productive with this use because, even if an alternative use were permitted under current zoning, the cost to improve the site for this use would be cost prohibitive.

LEGAL DESCRIPTION: The traditional Lot:Block format of legal description is very rarely available to the appraiser in the normal course of business, nor from ANY of the information sources used for all other aspects of the appraisal. This type of description, while common in some areas, is not commonly used in this area nor is it readily available to the appraiser.

• URAR: Improvements - Additional Features

Energy items are similar to other properties in the area of like age and condition. All of the subject's appliances were in working order at the time of inspection. All appliances are considered personal property and were given no value in the appraisal. The subject has smoke/CO detectors on all levels.

• URAR: Subject - Overall Condition of the Property

All improvements are in average condition. There is chipped paint on exterior window trim. The cost to cure is estimated to be approximately \$1,000. The borrower also has an estimate to replace the windows, which would also cure the condition. The subject property will meet HUD/FHA minimum property requirements outlined in Handbook 4000.1, when these repairs are completed. There is also a sliding door, located in a second floor bedroom that is currently used as a walk-in closet, that presents a potential fall hazard. The door is locked (photo of locked attached), has shelves in front and also has a "keeper" pole, which prevents the door from being opened. All utilities were on and functioning at the time of inspection.

ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

Borrower	Maryann Butler					
Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip code 17103
Lender/Client	New American Funding					

* Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

- ☐ "X" Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- ☐ Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.
- ☒ "X" Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- ☒ "X" The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.

Comments _____

SANITARY WASTE DISPOSAL

- ☐ "X" Sanitary Waste is removed from the property by a municipal sewer system.
- ☐ Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- ☒ "X" The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.

Comments _____

SOIL CONTAMINANTS

- ☐ "X" There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- ☒ "X" The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.

Comments _____

ASBESTOS

- ☐ "X" All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.
- ☐ The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).
- ☒ "X" The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.

Comments _____

PCBs (POLYCHLORINATED BIPHENYLS)

- ☐ "X" There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- ☒ "X" There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- ☒ "X" The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.

Comments _____

RADON

- ☐ "X" The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- ☐ "X" The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- ☐ "X" The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- ☒ "X" The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.

Comments _____

USTs (UNDERGROUND STORAGE TANKS)

- ☒ "X" There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- ☒ "X" There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- ☒ "X" The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.

Comments _____

NEARBY HAZARDOUS WASTE SITES

- ☒ "X" There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- ☒ "X" The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.

Comments _____

UREA FORMALDEHYDE (UFFI) INSULATION

- ☒ "X" All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).
- ☒ "X" The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

Comments _____

LEAD PAINT

- ☒ "X" All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).
- ☒ "X" The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.

Comments _____

AIR POLLUTION

- ☒ "X" There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
- ☒ "X" The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.

Comments _____

WETLANDS/FLOOD PLAINS

- ☒ "X" The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- ☒ "X" The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).

Comments _____

MISCELLANEOUS ENVIRONMENTAL HAZARDS




- ☒ "X" There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
- ☐ Excess Noise _____
 - ☐ Radiation + Electromagnetic Radiation _____
 - ☐ Light Pollution _____
 - ☐ Waste Heat _____
 - ☐ Acid Mine Drainage _____
 - ☐ Agricultural Pollution _____
 - ☐ Geological Hazards _____
 - ☐ Nearby Hazardous Property _____
 - ☐ Infectious Medical Wastes _____
 - ☐ Pesticides _____
 - ☐ Others (Chemical Storage + Storage Drums, Pipelines, etc.) _____

- ☒ "X" The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

Appraiser's Certification (License)

Borrower	Maryann Butler				
Property Address	1823 State St				
City	Harrisburg	County	Dauphin	State	PA Zip Code 17103
Lender/Client	New American Funding				

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE	
Commonwealth of Pennsylvania Department of State Bureau of Professional and Occupational Affairs PO BOX 2649 Harrisburg PA 17105-2649	
License Type Certified Residential Appraiser ROBERT I CASSEL 836 TAMANINI WAY MECHANICSBURG, PA 17055	23 0033505 License Status Active Initial License Date 10/18/2006
	
 Acting Commissioner Arion R. Claggett	License Number RL139417  Signature
Expiration Date 06/30/2025	
ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 P.A.C.S. § 4911	

Appraiser's E & O

Borrower	Maryann Butler		
Property Address	1823 State St		
City	Harrisburg	County	Dauphin
State	PA	Zip Code	17103
Lender/Client	New American Funding		



CERTIFICATE OF LIABILITY INSURANCE

 DATE (mm/dd/yyyy)
 10/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Norman-Spencer Agency, LLC 10050 Innovation Drive, Suite 340 Marietta, OH 45342	CONTACT NAME: Kate Kurtz PHONE (A/C, No, Ext): 800-540-7601 FAX (A/C, No): 717-721-3515 E-MAIL: intercorpappraisers@norman-spencer.com ADDRESS:
INSURED Robert I Cassel dba Accu-Fast Appraisals 836 TAMANINI WAY MECHANICSBURG, PA 17055	INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Atlantic Insurance Company, LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEF RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A			
A	Errors & Omissions Claims-Made Policy		L3D-J581752-01	12/04/2024	12/04/2025
				PER CLAIM AGGREGATE DEDUCIBLE RETROACTIVE DATE	\$1,000,000 \$2,000,000 \$5,000 12/04/2010

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The insurance afforded by the E&O policy applies solely to wrongful acts in the insured's performance of the following professional services for others for a fee:
 Real Estate Appraisal Services

The following are insureds on the E&O policy: Robert I. Cassel

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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Revision Addendum

File No. 1001748263

Borrower	Maryann Butler					
Property Address	1823 State St					
City	Harrisburg	County	Dauphin	State	PA	Zip Code 17103
Lender/Client	New American Funding					

02/11/2025

I reviewed your report for order 1615499 at 1823 State Street Harrisburg, PA 17103 and found 1 area we need to revise in order for New American Funding to accept the appraisal.

1. Bedroom Count Consistently Stated

The report indicates the subject has 4 bedrooms. However, this is inconsistent with the provided photos and/or the sketch labels. Please review and correct.

- I have reviewed the appraisal. There are already four (4) bedroom photos and four (4) rooms labeled as "Bedroom", which matches the indicated bedroom count. Please review.

EXHIBIT D

COMMUNICATION FAILURES AND SYSTEM OBSTRUCTION

This exhibit provides documented evidence of digital obstruction and failed communication attempts during the final phase of loan processing. Screenshots and email delivery failure notices demonstrate that Plaintiff's access to the loan portal was suspended, and that key email addresses provided by the lender—New American Funding (NAF)—were either invalid or non-functional.

On or about March 19, 2025—just one day before the rate lock expiration—the Plaintiff attempted to deliver critical loan transfer and compliance requests to Loan Officer Shawn Wainwright and the Customer Care Team. These attempts failed, producing bounce-back notices and locked account errors.

These technical obstructions materially interfered with Plaintiff's ability to complete the loan process and transfer her FHA Case file, in violation of procedural communication requirements under the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. § 2605(e).

Submitted with Statement of Facts – Section 6

mfmallah87@icloud.com Mime-Version: 1.0 (1.0) Date: Wed, 19 Mar 2025 12:33:47
-0400 Subject: Follow Up 3/19/2025 Message-Id: <9229C093-
C7C6-4774-942B-429B72E3C77D@icloud.com> To: Shawn Wainwright X-Mailer:
iPhone Mail (22D82) X-Proofpoint-GUID: QJllyvo5i9bSpwsMHZOIT_MjMEn3mCSh
X-Proofpoint-ORIG-GUID: QJllyvo5i9bSpwsMHZOIT_MjMEn3mCSh X-Proofpoint-
Virus-Version: vendor=baseguard
engine=ICAP:2.0.293,Aquarius:18.0.1093,Hydra:6.0.680,FMLib:17.12.68.34
definitions=2025-03-19_06,2025-03-19_01,2024-11-22_01 X-Proofpoint-Spam-
Details: rule=notspam policy=default score=0 phishscore=0 mlxlogscore=982
adultscore=0 spamscore=0 malwarescore=0 mlxscore=0 clxscore=1015
suspectscore=0 bulkscore=0 classifier=spam adjust=0 reason=mlx scancount=1
engine=8.19.0-2411120000 definitions=main-2503190112

6:07

Cellular signal strength icon, Wi-Fi icon, and battery level 35.

address to reset your password

Username *

Forgot your username?



Your account has been suspended

Please wait 24 hours and then try again, or contact your lender for help.

Close

License

14511 Myford Road, Suite 100 Tustin, CA 92780

800.450.2010 x7100 | CustomerService@nafinc.com



ling.mymortgage-online.com



6:41

45

Cancel

**Formal Request for FHA Case Transfer
Code – Response Required by 4:00 PM...**

To: show@vaia.com

Cc: Customer Service <customerservice@nafinc.com>

Bcc:

From: mfmallah87@icloud.com

Subject

Invalid Address

"Customer Service <customerservice@nafinc.com>" does not appear to be a valid email address.
Do you want to send it anyway?

Dear

Cancel

Send

Following my Final Demand Notice, I am formally requesting the FHA Case Transfer Code for my assigned FHA 446-6285091.

As per HUD Mortgagee Letter 2009-40, I have no discretion or denial allowed under HUD policy. Information must be provided immediately when requested by the borrower.

I require this information no later than 4:00 PM on August 18, 2025. If this request is not fulfilled by that date, I will refer this matter to HUD, CFPB, and all relevant regulatory agencies.

Exhibit E

CFPB Response by Amy Dale – Misrepresentation of Communication

This exhibit contains the official response issued by Amy Dale, Senior Vice President of Customer Service for New American Funding (NAF), to the Consumer Financial Protection Bureau (CFPB) in response to Complaint No. 250319-19425105.

In her April 7, 2025, statement, Ms. Dale falsely claims that the Plaintiff's authorized representative, Mr. Audury Petie Davis, was impersonating his mother and using multiple unidentified email addresses. This is demonstrably untrue and contradicted by prior emails between Ms. Dale and Mr. Davis, as well as formal authorization provided in Exhibit A.

The misrepresentation to a federal agency reflects an intentional attempt to discredit the Plaintiff's complaint and obstruct scrutiny into the mishandling of the loan process. It also supports Plaintiff's motion for discovery regarding internal communications and formal interrogatories of Amy Dale, to evaluate her actions and statements under oath.



(<https://www.consumerfinance.gov/>)

[Start a new complaint](#)

◀ All complaints (.)

250319-19425105

CLOSED

✓ Submitted

STATUS	PRODUCT	ISSUE
Submitted to the CFPB on 3/19/2025	Mortgage	Applying for a mortgage or refinancing an existing mortgage

We received your complaint. Thank you.

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

Here is the finalized and structured CFPB complaint in a professional and legal format:

—— Consumer Financial Protection Bureau (CFPB) Complaint Against New American Funding (NAF) Company Information New American Funding Corporate Office: 14511 Myford Road, Suite 100, Tustin, CA 92780 Customer Service: (800) 450-2010 Loan Officer: Shawn Wainwright Supervising Executive: Jason Miller, Branch Manager —— Complaint Summary I applied for an FHA Cash-Out Refinance loan with New American Funding (NAF) for my property located at 1823 State Street, Harrisburg, PA 17103. Throughout this process, I have fully complied with all lender requests and provided all required documentation. Despite this, NAF has engaged in deliberate delays, contradictory statements, and regulatory violations, obstructing my ability to complete my refinance and causing financial harm. On March 12, 2025, at 8:37 AM, my loan officer, Shawn Wainwright, left a voicemail confirming that my employment verification was completed and that my file was moving forward. However, later that same day, NAF falsely claimed they had "no update available" on my loan, directly contradicting Wainwright's voicemail. On March 12, 2025, I formally requested the immediate release of my FHA Case Number and Appraisal Transfer Code in accordance with HUD Mortgagee Letter 2009-40, which explicitly states that lenders must transfer the FHA case number upon borrower request. NAF unlawfully refused to comply. On March 13, 2025, I received a phone call from Shawn Wainwright, during which he admitted that he "dropped the ball" on my loan processing, apologized for the delays, and assured me that my mother's loan was moving forward. On March 14, 2025, I received an email from Wainwright stating that my file had been reassigned to the Processing Manager and that "upper management is aware" of my concerns. Despite this acknowledgment, no resolution was provided, and I continued receiving vague and contradictory responses. On March 18, 2025, Jason Miller, Branch Manager at NAF and Wainwright's supervisor, contacted me for the first time, claiming he was "just now hearing about this" and that he would assist with resolving the issue. This directly contradicts Wainwright's March 14 email, which stated that upper management was already aware. This further demonstrates New

American Funding's internal communication failures, delays, and neglect in handling my refinance. Additionally, NAF's customer service agent, Carlos, refused to provide contact information for their compliance department, obstructing my ability to escalate the issue to regulatory authorities. This pattern of misconduct has caused financial harm, unnecessary delays, and significant distress, as detailed in the following timeline. — Timeline of Events January 31, 2025 • Loan disclosures were sent for review and e-sign. February 3, 2025 • Interest rate locked at 7.25%, with an expiration date of March 20, 2025. February 5, 2025 • Signed and acknowledged a changed circumstance document, confirming intent to proceed. February 18, 2025 • Appraisal was completed and uploaded to the loan portal. • No official repair requirements were documented, violating FHA loan processing rules. March 11, 2025 • Follow-up email sent requesting a loan status update. • No response from NAF. March 12, 2025 (8:37 AM) • Loan officer Shawn Wainwright left a voicemail confirming that employment verification was completed and that my file was moving forward. March 12, 2025 (Later That Day) • NAF falsely claimed they had "no update available" on my loan, contradicting Wainwright's voicemail. March 12, 2025 (Formal FHA Case Number Request) • Formally requested the immediate release of my FHA Case Number and Appraisal Transfer Code per HUD Mortgagee Letter 2009-40. • Request was unlawfully denied. March 13, 2025 • Received a phone call from Shawn Wainwright, where he admitted he "dropped the ball" on my loan processing, apologized, and assured me my mother's loan was moving forward. March 14, 2025 • Received an email from Wainwright stating that my file was reassigned to the Processing Manager and that upper management was aware of my concerns. • Despite this, no corrective action was taken, and my loan continued to face delays. March 18, 2025 • Jason Miller, Branch Manager at NAF and Wainwright's supervisor, contacted me for the first time, claiming he was "just now hearing about this." • This contradicts Wainwright's March 14 email, which stated that upper management was already aware. • This demonstrates further delays, internal miscommunication, and mismanagement by NAF. — Relief Sought 1. Monetary Compensation • Compensation for financial harm, emotional distress, and increased costs due to delayed loan processing. • Reimbursement for any financial damages, including lost time and opportunities caused by NAF's mishandling. 2. Fair Market Interest Rate & Immediate Closing • NAF must honor a new, fair market interest rate BELOW my previous locked-in rate of 7.25%, considering the delays were entirely their fault. • NAF must immediately approve and close my loan at the newly negotiated lower rate. 3. Formal Investigation & Compliance Review • CFPB should investigate NAF's failure to comply with HUD guidelines, their refusal to transfer my FHA Case Number, and the internal mismanagement that caused these delays. 4. Formal Written Response from NAF's Compliance Department • NAF must provide: • Underwriting notes • Internal communications • A documented explanation for the excessive delays and contradictory statements made by loan officers and executives. — Conclusion This complaint highlights severe negligence, non-compliance with HUD/FHA guidelines, and unethical business practices by New American Funding. Their failure to handle my refinance in a timely and compliant manner has caused unnecessary distress and financial uncertainty. I respectfully request immediate action to resolve these violations. — This document is ready to be submitted. If you need any final adjustments, let me know. Otherwise, copy and paste it into the CFPB complaint submission form.

ATTACHMENTS

FHA_Application_of_Unused_Escrow_Funds.pdf
(92.2 KB)

Lock-
In_Agreement.pdf
(102.7 KB)

IMG_2591.jpeg
(1 MB)

Maryann
Butler.zip
(1.8 MB)

D
2
W
2
7

[View full complaint](#)

✓ Sent to company

STATUS

Sent to company on 3/19/2025

We've sent your complaint to the company, and we will let you know when they respond.

Their response should include the steps they took, or will take, to address your complaint.

Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

✓ **Company still working**

STATUS

Company response is in progress as of 4/3/2025

The company has responded that it is still working on your issue

In some cases, companies need more time to respond. You should receive a final response within 60 days from the date we sent your complaint to the company.

COMPANY'S INTERIM RESPONSE

New American Funding is currently researching into this matter and need additional time to complete our review and provide our findings. Thank you in advance for your understanding. Respectfully, Customer Service Management

✓ **Company responded**

STATUS

Company responded on 4/7/2025

RESPONSE TYPE

Closed with explanation

Company's Response

Consumer Financial Protection Bureau RE: Complaint No. 250319-19425105 / Maryann Butler To Whom It May Concern, New American Funding, LLC ("NAF") is responding to the complaint filed by Maryann Butler. In researching this matter, our records indicate in February 2025, Ms. Butler contacted NAF regarding a cash-out refinance of her subject property located at 1823 State Street, Harrisburg, PA 17103. Loan Consultant, Mr. Wainwright, was assigned to assist with the loan inquiry. Mr. Wainwright had initially been communicating with Ms. Butler's son, Mr. Davis, who stated he was assisting his mom with the loan process. During some of their calls, Mr. Davis advised the loan consultant he would place a separate call to Ms. Butler, then join or add her on the call. They were seeking assistance to pay off and consolidate debt. Ms. Butler gave Mr. Wainwright her authorization to go through her son for communications for her refinance. During the initial phone conversation, information was obtained including income, assets, and employment information. Ms. Butler agreed to having her consumer credit report obtained. The loan program discussed was for an FHA 20-year fixed rate cash-out refinance of the subject property. Ms. Butler was also advised an appraisal of the subject property would be needed, and she would be required to make payment directly to the appraisal management company for the appraiser's services. Ms. Butler had also been advised once the appraisal service had been provided by a third-party licensed FHA appraiser, the fee would be non-refundable. Ms. Butler was conditionally pre-approved for a loan, however, this was not a guarantee that the loan would close or fund, as NAF would need to verify all the information Ms. Butler provided at the initial stage of the loan process. A written verification of employment ("WVOE") was also part of the loan process. Initially there was a Pin No. needed to verify employment. Mr. Wainwright spoke with Mr. Davis regarding the Pin No needed. He eventually provided this information to verify employment. When NAF received the WVOE from Ms. Butler's

employer, it reflected she did not have a 24-month employment history. This was an FHA requirement to obtain the FHA financing. Mr. Wainwright informed Ms. Davis regarding the employment requirement and NAF needed her previous employer information. Mr. Davis then advised Ms. Butler wanted to start another job with another company doing the same type of work as the current employer. Mr. Wainwright advised Mr. Davis to have Ms. Butler hold off with the new job switch due to the loan transaction and wait until her loan closes. Ms. Butler agreed to wait until the transaction was completed to switch to a new employer. In the meantime, the job verification from Ms. Butler's previous employer took slightly longer than expected. The loan was suspended by Underwriting due to Debt-to-Income ("DTI") ratio and while waiting for the verification from the previous employer. We needed paystubs from Ms. Butler's prior employer and most recent 30 days of employment to be able to meet the 24-months FHA requirement. Prior to receiving the complaint with the BBB, Mr. Davis sent an email to NAF requesting a copy of the appraisal and FHA case number released. The Sales Manager, Mr. Miller, responded to his email, advising he would be happy to assist with the request and asked for the new Lender's contact information, however, Mr. Davis would not provide this information. On 3/31/2025, I sent an email to Ms. Butler to advise FHA requirement 24-months employment to be eligible for FHA financing, and explained NAF needed paystubs from her prior employer and most recent 30 days of employment to be able to meet the 24-months FHA requirement. Ms. Butler was further advised once received, NAF would restructure her loan and more forward to determine if her loan meets the requirement. I included a copy of the email that contained the home appraisal and advised it was initially sent to her on 2/18/2025. Ms. Butler was further advised that NAF was unable to provide her with a closing date, as we had not obtained full loan approval, since we were still waiting for her to provide the documents needed to proceed. Mr. Davis began responding to me from a different email address than what was on file. On 2/18/2025, a copy of the appraisal of the subject property had been sent by email to Mr. Davis, as he was sending and replying to emails using Ms. Butler's email address on file. The report was also completed "subject to" repair work needed of all chipped paint, which meant that the chipped paint needed to be corrected, and a subsequent follow up appraisal inspection would be required to confirm the work was completed. On Thursday, 4/3/2025, I sent an email to Ms. Butler and Mr. Davis, regarding the FHA Case Transfer request to a new lender that Ms. Butler wished to proceed with. There is information NAF will require to be able to transfer the FHA case number and appraisal. Without this information, we are unable to complete the transfer request. Once the information is provided, we can proceed with the transfer. We hope this has addressed all concerns related to this matter and we were unable to finalize Ms. Butler's home financing needs. Please let us know if we can be of further assistance. Respectfully, Amy Dale Amy Dale SVP, Customer Service

✓ Feedback provided

STATUS

Feedback provided on 4/7/2025

Your feedback

THE COMPANY'S RESPONSE ADDRESSED ALL OF MY ISSUES

No

I UNDERSTAND THE COMPANY'S RESPONSE TO MY COMPLAINT

No

THE COMPANY DID WHAT THEY SAID THEY WOULD DO WITH MY COMPLAINT

No

ADDITIONAL COMMENTS

The response is factually misleading and incomplete. No loan, including the Plaintiff's, proceeds to lock, appraisal, payoff, and disclosures without verified income. I have voicemail (Exhibit O1) confirming verification on March 12. They requested paystubs AFTER that date (Exhibit Z). Screenshots confirm I was blocked from email (Exhibit T). Loan docs list payoffs and reserves (Exhibit Y), which require verified underwriting. No Notice of Incompleteness was issued. I reject their response due to misrepresentation and negligent processing. Full rebuttal with exhibits is retained for legal and agency review.

What happens now?

The complaint process is complete and your complaint is now closed.

We have taken the following additional actions on your complaint:

- We added your complaint to the CFPB's Consumer Complaint Database (<http://www.consumerfinance.gov/data-research/consumer-complaints>).
- Your feedback, and feedback from others, helps us understand how companies are addressing concerns raised by consumers in their complaints. We will also share your feedback with the company.
- We have also shared your complaint with the Federal Trade Commission, which will add your complaint to its database for state and federal law enforcement agencies.

We appreciate your participation in the complaint process and your feedback on the company's response. Both are important to us and consumers who may have similar issues and concerns.

ⓧ Closed

The CFPB has closed your complaint.

Privacy Act Statement

OMB #3170-0011

Note on user experience

Have a question? ¿Preguntas?

(855) 411-2372

TTY/TTD: (855) 729-2372

8 a.m. to 8 p.m. ET, Monday through Friday

(except federal holidays). (<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview>)

More than 180 languages available.



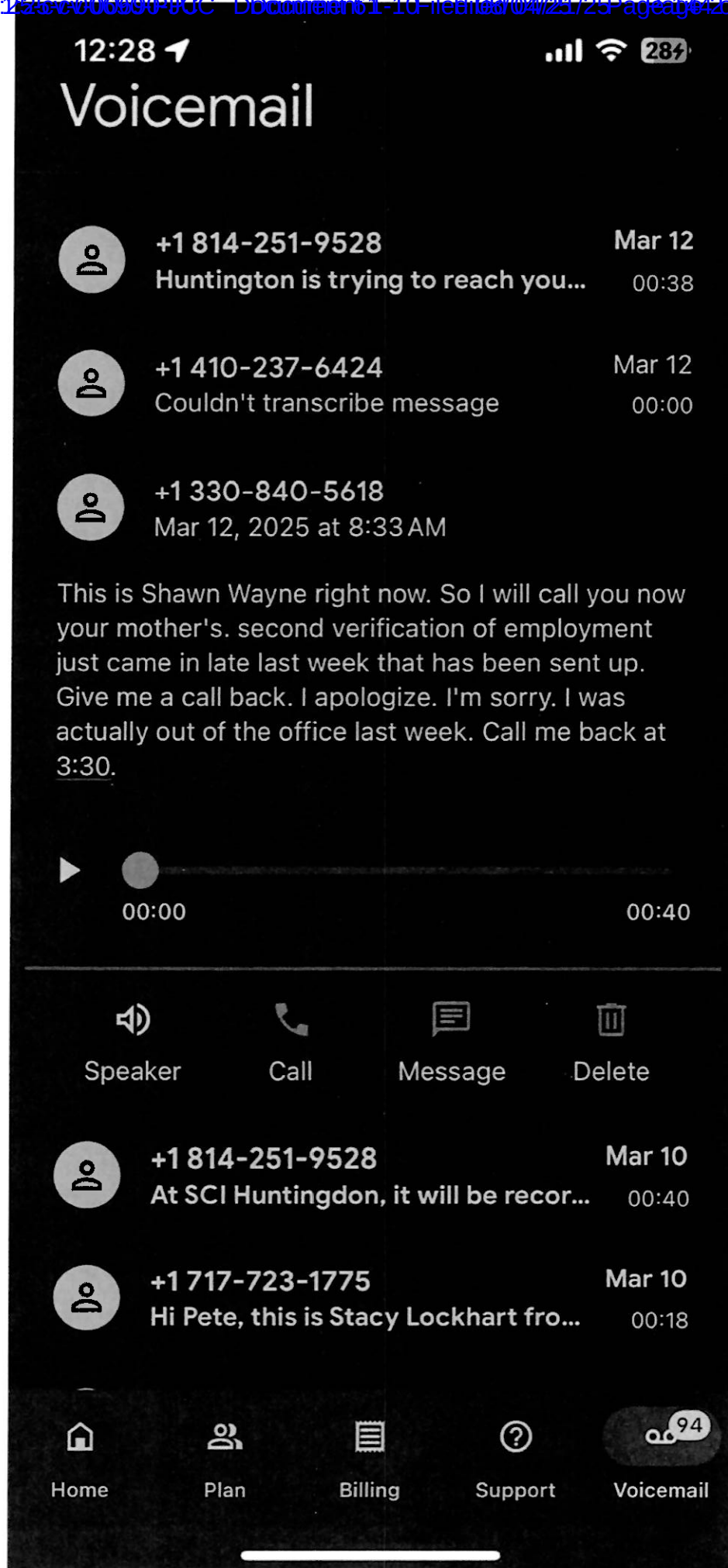
An official website of the United States Government

EXHIBIT F

Voicemail from Loan Officer Shawn Wainwright – March 12, 2025

This exhibit contains a screenshot of a voicemail received from Loan Officer Shawn Wainwright on March 12, 2025, confirming receipt of the Plaintiff's second employment verification. This voicemail serves as critical evidence contradicting the Defendant's later claims that such verification was never received. The voicemail also demonstrates acknowledgment of processing delays on the Defendant's end and establishes a direct timeline tying communication failure to material delays and procedural obstructions.

The call was made at 8:33 AM and clearly references the second verification of employment as having arrived and been set up. The statement, 'I will call you now... your mother's second verification of employment just came in late last week that has been sent up,' is a direct admission contradicting claims submitted by the Defendant to federal regulators.



From: **Shawn Wainwright** Shawn.Wainwright@Nafinc.com
Subject: **Verification for PIN for Teksystems**
Date: **February 18, 2025 at 3:26:50 PM**
To: **Petie** mfmallah87@icloud.com

If your company utilizes this function an employee can visit our website to generate a verifier pin for a lender.
Please refer to the instructions below.

Go to <https://verify.thomas-and-company.com/>

1. Click 'GET STARTED'
2. Click 'EMPLOYEE ACCESS'
3. Provide your name
4. Provide an email you have access to
5. Provide the social security number (once the system verifies the social more requirements will pop up)
6. Provide the company code
7. Provide the employee ID or authorization ID
8. Click Continue (a message will appear that an email has been sent to the email used in step 6)
9. Check email for a message from Thomas and Company
10. Click on the link provided in the email

After logging in:

1. Click the green 'GET STARTED' option next to Generate a Verifier Pin
2. Read the terms and conditions
3. Agree & Finish
4. Email the verifier pin to yourself or your lender. In the event the email did not go through or you do not have an email for the verifier, you can write the pin down, or view it under the verifier pin history on the main page of your employee portal.

Shawn Wainwright
Sr. Loan Officer | NMLS #918316

9150 S Hills Blvd, Ste. 260 | Broadview Hts., Oh 44147
Toll Free (800)450-2010 x 10085 | O (330)840-5618 | F (330)752-9060
Shawn.Wainwright@nafinc.com | newamericanfunding.com

EXHIBIT G

Consumer Financial Protection Bureau (CFPB) Complaint & Amy Dale's Written Response – April 2025

This exhibit includes the full record of the CFPB complaint submitted by the Plaintiff and the official response issued by Amy Dale, Senior Vice President of Customer Service at New American Funding, in April 2025.

In her response, Amy Dale falsely claims that the Plaintiff's representative was not authorized and had submitted communications using multiple email addresses. These statements directly contradict multiple internal emails, voicemails, and official technology consent forms provided by the Plaintiff, including documentation confirming consent to communicate electronically (Exhibit A) and email correspondence acknowledging that authorization.

The false assertions made in the CFPB response form the basis of the Plaintiff's claim of misrepresentation to federal regulators, which supports the request for expedited discovery and potential sanctions under Rule 37(a). This exhibit is critical in establishing intent, concealment, and procedural misconduct by the Defendant's senior staff.


[\(https://www.consumerfinance.gov/\)](https://www.consumerfinance.gov/)
[Start a new complaint](#)
[◀ All complaints \(.\)](#)

250319-19425105

CLOSED

☒ Submitted

STATUS	PRODUCT	ISSUE
Submitted to the CFPB on 3/19/2025	Mortgage	Applying for a mortgage or refinancing an existing mortgage

We received your complaint. Thank you.

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

Here is the finalized and structured CFPB complaint in a professional and legal format: ——— Consumer Financial Protection Bureau (CFPB) Complaint Against New American Funding (NAF) Company Information New American Funding Corporate Office: 14511 Myford Road, Suite 100, Tustin, CA 92780 Customer Service: (800) 450-2010 Loan Officer: Shawn Wainwright Supervising Executive: Jason Miller, Branch Manager ——— Complaint Summary I applied for an FHA Cash-Out Refinance loan with New American Funding (NAF) for my property located at 1823 State Street, Harrisburg, PA 17103. Throughout this process, I have fully complied with all lender requests and provided all required documentation. Despite this, NAF has engaged in deliberate delays, contradictory statements, and regulatory violations, obstructing my ability to complete my refinance and causing financial harm. On March 12, 2025, at 8:37 AM, my loan officer, Shawn Wainwright, left a voicemail confirming that my employment verification was completed and that my file was moving forward. However, later that same day, NAF falsely claimed they had "no update available" on my loan, directly contradicting Wainwright's voicemail. On March 12, 2025, I formally requested the immediate release of my FHA Case Number and Appraisal Transfer Code in accordance with HUD Mortgagee Letter 2009-40, which explicitly states that lenders must transfer the FHA case number upon borrower request. NAF unlawfully refused to comply. On March 13, 2025, I received a phone call from Shawn Wainwright, during which he admitted that he "dropped the ball" on my loan processing, apologized for the delays, and assured me that my mother's loan was moving forward. On March 14, 2025, I received an email from Wainwright stating that my file had been reassigned to the Processing Manager and that "upper management is aware" of my concerns. Despite this acknowledgment, no resolution was provided, and I continued receiving vague and contradictory responses. On March 18, 2025, Jason Miller, Branch Manager at NAF and Wainwright's supervisor, contacted me for the first time, claiming he was "just now hearing about this" and that he would assist with resolving the issue. This directly contradicts Wainwright's March 14 email, which stated that upper management was already aware. This further demonstrates New

American Funding's internal communication failures, delays, and neglect in handling my refinance. Additionally, NAF's customer service agent, Carlos, refused to provide contact information for their compliance department, obstructing my ability to escalate the issue to regulatory authorities. This pattern of misconduct has caused financial harm, unnecessary delays, and significant distress, as detailed in the following timeline. — Timeline of Events January 31, 2025 • Loan disclosures were sent for review and e-sign. February 3, 2025 • Interest rate locked at 7.25%, with an expiration date of March 20, 2025. February 5, 2025 • Signed and acknowledged a changed circumstance document, confirming intent to proceed. February 18, 2025 • Appraisal was completed and uploaded to the loan portal. • No official repair requirements were documented, violating FHA loan processing rules. March 11, 2025 • Follow-up email sent requesting a loan status update. • No response from NAF. March 12, 2025 (8:37 AM) • Loan officer Shawn Wainwright left a voicemail confirming that employment verification was completed and that my file was moving forward. March 12, 2025 (Later That Day) • NAF falsely claimed they had "no update available" on my loan, contradicting Wainwright's voicemail. March 12, 2025 (Formal FHA Case Number Request) • Formally requested the immediate release of my FHA Case Number and Appraisal Transfer Code per HUD Mortgagee Letter 2009-40. • Request was unlawfully denied. March 13, 2025 • Received a phone call from Shawn Wainwright, where he admitted he "dropped the ball" on my loan processing, apologized, and assured me my mother's loan was moving forward. March 14, 2025 • Received an email from Wainwright stating that my file was reassigned to the Processing Manager and that upper management was aware of my concerns. • Despite this, no corrective action was taken, and my loan continued to face delays. March 18, 2025 • Jason Miller, Branch Manager at NAF and Wainwright's supervisor, contacted me for the first time, claiming he was "just now hearing about this." • This contradicts Wainwright's March 14 email, which stated that upper management was already aware. • This demonstrates further delays, internal miscommunication, and mismanagement by NAF. — Relief Sought 1. Monetary Compensation • Compensation for financial harm, emotional distress, and increased costs due to delayed loan processing. • Reimbursement for any financial damages, including lost time and opportunities caused by NAF's mishandling. 2. Fair Market Interest Rate & Immediate Closing • NAF must honor a new, fair market interest rate BELOW my previous locked-in rate of 7.25%, considering the delays were entirely their fault. • NAF must immediately approve and close my loan at the newly negotiated lower rate. 3. Formal Investigation & Compliance Review • CFPB should investigate NAF's failure to comply with HUD guidelines, their refusal to transfer my FHA Case Number, and the internal mismanagement that caused these delays. 4. Formal Written Response from NAF's Compliance Department • NAF must provide: • Underwriting notes • Internal communications • A documented explanation for the excessive delays and contradictory statements made by loan officers and executives. — Conclusion This complaint highlights severe negligence, non-compliance with HUD/FHA guidelines, and unethical business practices by New American Funding. Their failure to handle my refinance in a timely and compliant manner has caused unnecessary distress and financial uncertainty. I respectfully request immediate action to resolve these violations. — This document is ready to be submitted. If you need any final adjustments, let me know. Otherwise, copy and paste it into the CFPB complaint submission form.

ATTACHMENTS

FHA_Application_of_Unused_Escrow_Funds.pdf
(92.2 KB)


Lock-
In_Agreement.pdf
(102.7 KB)

IMG_2591.jpeg
(1 MB)

Maryann
Butler.zip
(1.8 MB)

D
2
V
2
(7

[View full complaint](#) 

 Sent to company

STATUS

Sent to company on 3/19/2025

We've sent your complaint to the company, and we will let you know when they respond.

Their response should include the steps they took, or will take, to address your complaint.

Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

✓ Company still working

STATUS

Company response is in progress as of 4/3/2025

The company has responded that it is still working on your issue

In some cases, companies need more time to respond. You should receive a final response within 60 days from the date we sent your complaint to the company.

COMPANY'S INTERIM RESPONSE

New American Funding is currently researching into this matter and need additional time to complete our review and provide our findings. Thank you in advance for your understanding. Respectfully, Customer Service Management

✓ Company responded

STATUS

Company responded on 4/7/2025

RESPONSE TYPE

Closed with explanation

Company's Response

Consumer Financial Protection Bureau RE: Complaint No. 250319-19425105 / Maryann Butler To Whom It May Concern, New American Funding, LLC ("NAF") is responding to the complaint filed by Maryann Butler. In researching this matter, our records indicate in February 2025, Ms. Butler contacted NAF regarding a cash-out refinance of her subject property located at 1823 State Street, Harrisburg, PA 17103. Loan Consultant, Mr. Wainwright, was assigned to assist with the loan inquiry. Mr. Wainwright had initially been communicating with Ms. Butler's son, Mr. Davis, who stated he was assisting his mom with the loan process. During some of their calls, Mr. Davis advised the loan consultant he would place a separate call to Ms. Butler, then join or add her on the call. They were seeking assistance to pay off and consolidate debt. Ms. Butler gave Mr. Wainwright her authorization to go through her son for communications for her refinance. During the initial phone conversation, information was obtained including income, assets, and employment information. Ms. Butler agreed to having her consumer credit report obtained. The loan program discussed was for an FHA 20-year fixed rate cash-out refinance of the subject property. Ms. Butler was also advised an appraisal of the subject property would be needed, and she would be required to make payment directly to the appraisal management company for the appraiser's services. Ms. Butler had also been advised once the appraisal service had been provided by a third-party licensed FHA appraiser, the fee would be non-refundable. Ms. Butler was conditionally pre-approved for a loan, however, this was not a guarantee that the loan would close or fund, as NAF would need to verify all the information Ms. Butler provided at the initial stage of the loan process. A written verification of employment ("WVOE") was also part of the loan process. Initially there was a Pin No. needed to verify employment. Mr. Wainwright spoke with Mr. Davis regarding the Pin No needed. He eventually provided this information to verify employment. When NAF received the WVOE from Ms. Butler's

employer, it reflected she did not have a 24-month employment history. This was an FHA requirement to obtain the FHA financing. Mr. Wainwright informed Ms. Davis regarding the employment requirement and NAF needed her previous employer information. Mr. Davis then advised Ms. Butler wanted to start another job with another company doing the same type of work as the current employer. Mr. Wainwright advised Mr. Davis to have Ms. Butler hold off with the new job switch due to the loan transaction and wait until her loan closes. Ms. Butler agreed to wait until the transaction was completed to switch to a new employer. In the meantime, the job verification from Ms. Butler's previous employer took slightly longer than expected. The loan was suspended by Underwriting due to Debt-to-Income ("DTI") ratio and while waiting for the verification from the previous employer. We needed paystubs from Ms. Butler's prior employer and most recent 30 days of employment to be able to meet the 24-months FHA requirement. Prior to receiving the complaint with the BBB, Mr. Davis sent an email to NAF requesting a copy of the appraisal and FHA case number released. The Sales Manager, Mr. Miller, responded to his email, advising he would be happy to assist with the request and asked for the new Lender's contact information, however, Mr. Davis would not provide this information. On 3/31/2025, I sent an email to Ms. Butler to advise FHA requirement 24-months employment to be eligible for FHA financing, and explained NAF needed paystubs from her prior employer and most recent 30 days of employment to be able to meet the 24-months FHA requirement. Ms. Butler was further advised once received, NAF would restructure her loan and more forward to determine if her loan meets the requirement. I included a copy of the email that contained the home appraisal and advised it was initially sent to her on 2/18/2025. Ms. Butler was further advised that NAF was unable to provide her with a closing date, as we had not obtained full loan approval, since we were still waiting for her to provide the documents needed to proceed. Mr. Davis began responding to me from a different email address than what was on file. On 2/18/2025, a copy of the appraisal of the subject property had been sent by email to Mr. Davis, as he was sending and replying to emails using Ms. Butler's email address on file. The report was also completed "subject to" repair work needed of all chipped paint, which meant that the chipped paint needed to be corrected, and a subsequent follow up appraisal inspection would be required to confirm the work was completed. On Thursday, 4/3/2025, I sent an email to Ms. Butler and Mr. Davis, regarding the FHA Case Transfer request to a new lender that Ms. Butler wished to proceed with. There is information NAF will require to be able to transfer the FHA case number and appraisal. Without this information, we are unable to complete the transfer request. Once the information is provided, we can proceed with the transfer. We hope this has addressed all concerns related to this matter and we were unable to finalize Ms. Butler's home financing needs. Please let us know if we can be of further assistance. Respectfully, Amy Dale Amy Dale SVP, Customer Service

✓ Feedback provided

STATUS

Feedback provided on 4/7/2025

Your feedback

THE COMPANY'S RESPONSE ADDRESSED ALL OF MY ISSUES

No

I UNDERSTAND THE COMPANY'S RESPONSE TO MY COMPLAINT

No

THE COMPANY DID WHAT THEY SAID THEY WOULD DO WITH MY COMPLAINT

No

ADDITIONAL COMMENTS

The response is factually misleading and incomplete. No loan, including the Plaintiff's, proceeds to lock, appraisal, payoff, and disclosures without verified income. I have voicemail (Exhibit O1) confirming verification on March 12. They requested paystubs AFTER that date (Exhibit Z). Screenshots confirm I was blocked from email (Exhibit T). Loan docs list payoffs and reserves (Exhibit Y), which require verified underwriting. No Notice of Incompleteness was issued. I reject their response due to misrepresentation and negligent processing. Full rebuttal with exhibits is retained for legal and agency review.

What happens now?

The complaint process is complete and your complaint is now closed.

We have taken the following additional actions on your complaint:

- We added your complaint to the CFPB's Consumer Complaint Database (<http://www.consumerfinance.gov/data-research/consumer-complaints>).
- Your feedback, and feedback from others, helps us understand how companies are addressing concerns raised by consumers in their complaints. We will also share your feedback with the company.
- We have also shared your complaint with the Federal Trade Commission, which will add your complaint to its database for state and federal law enforcement agencies.

We appreciate your participation in the complaint process and your feedback on the company's response. Both are important to us and consumers who may have similar issues and concerns.

✕ Closed

The CFPB has closed your complaint.

Privacy Act Statement

OMB #3170-0011

Note on user experience

Have a question? ¿Preguntas?

(855) 411-2372

TTY/TTD: (855) 729-2372

8 a.m. to 8 p.m. ET, Monday through Friday

(except federal holidays). (<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview>)

More than 180 languages available.

 An official website of the United States Government



April 4, 2025

Better Business Bureau

RE: Complaint No. 23131731 / Maryann Butler

To Whom It May Concern,

New American Funding, LLC ("NAF") is responding to the complaint filed by Maryann Butler.

In researching this matter, our records indicate in February 2025, Ms. Butler contacted NAF regarding a cash-out refinance of her subject property located at 1823 State Street, Harrisburg, PA 17103. Loan Consultant, Mr. Wainwright, was assigned to assist with the loan inquiry.

Mr. Wainwright had initially been communicating with Ms. Butler's son, Mr. Davis, who stated he was assisting his mom with the loan process. During some of their calls, Mr. Davis advised the loan consultant he would place a separate call to Ms. Butler, then join or add her on the call. They were seeking assistance to pay off and consolidate debt. Ms. Butler gave Mr. Wainwright her authorization to go through her son for communications for her refinance.

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Ms. Butler was also advised an appraisal of the subject property would be needed, and she would be required to make payment directly to the appraisal management company for the appraiser's services. Ms. Butler had also been advised once the appraisal service had been provided by a third-party licensed FHA appraiser, the fee would be non-refundable.

Ms. Butler was conditionally pre-approved for a loan, however, this was not a guarantee that the loan would close or fund, as NAF would need to verify all the information Ms. Butler provided at the initial stage of the loan process.

A written verification of employment ("WVOE") was also part of the loan process. Initially there was a Pin No. needed to verify employment. Mr. Wainwright spoke with Mr. Davis regarding the Pin No. needed. He eventually provided this information to verify employment. When NAF received the WVOE from Ms. Butler's employer, it reflected she did not have a 24-month employment history. This was an FHA requirement to obtain the FHA financing. Mr. Wainwright informed Ms. Davis regarding the employment requirement and NAF needed her previous employer information. Mr. Davis then advised Ms. Butler wanted to start another job with another company doing the same type of work as the current employer.



Mr. Wainwright advised Mr. Davis to have Ms. Butler hold off with the new job switch due to the loan transaction and wait until her loan closes. Ms. Butler agreed to wait until the transaction was completed to switch to a new employer. In the meantime, the job verification from Ms. Butler's previous employer took slightly longer than expected. The loan was suspended by Underwriting due to Debt-to-Income ("DTI") ratio and while waiting for the verification from the previous employer. We needed paystubs from Ms. Butler's prior employer and most recent 30 days of employment to be able to meet the 24-months FHA requirement.

Prior to receiving the complaint with the BBB, Mr. Davis sent an email to NAF requesting a copy of the appraisal and FHA case number released. The Sales Manager, Mr. Miller, responded to his email, advising he would be happy to assist with the request and asked for the new Lender's contact information, however, Mr. Davis would not provide this information.

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On 2/18/2025, a copy of the appraisal of the subject property had been sent by email to Mr. Davis, as he was sending and replying to emails using Ms. Butler's email address on file. The report was also completed "subject to" repair work needed of all chipped paint, which meant that the chipped paint needed to be corrected, and a subsequent follow up appraisal inspection would be required to confirm the work was completed.

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We hope this has addressed all concerns related to this matter and we were unable to finalize Ms. Butler's home financing needs.

Please let us know if we can be of further assistance.

Respectfully,

Amy Dale
Amy Dale
SVP, Customer Service

EXHIBIT H

Email Communications Between Amy Dale and Plaintiff's Representative

This exhibit includes selected email communications between Plaintiff's representative, Audury "Petie" Davis, and Amy Dale, Senior Vice President of Customer Service at New American Funding (NAF), as well as a follow-up message from Plaintiff Maryann Butler. These emails demonstrate that:

1. Amy Dale directly and repeatedly responded to Mr. Davis's inquiries, clearly indicating her awareness of his identity and role.
2. Communications were conducted transparently from a consistent and valid email address.
3. Plaintiff's mother, Maryann Butler, reached out only after receiving forwarded emails from Mr. Davis — not as an impersonation, but in full context.
4. Amy Dale's later claims to the Consumer Financial Protection Bureau (CFPB) alleging impersonation contradict her own documented conduct.

This exhibit directly refutes NAF's allegations of misrepresentation and supports Plaintiff's request for discovery related to internal correspondence and process documentation.

14511 Myford Road, Suite 100 | Tustin, CA 92780

p 800.450.2010 | o 949.271.0642 |

amy.dale@nafinc.com | newamericanfunding.com

na

CONFIDENTIALITY NOTICE

This email message and any attachments are for the exclusive use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message along with any attachments, from your computer system. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

----- Forwarded message -----

From: Amy Dale <Amy.Dale@nafinc.com>

To: "mfmallah87@icloud.com" <mfmallah87@icloud.com>

Cc:

Bcc:

Date: Thu, 20 Mar 2025 20:24:01 +0000

Subject: RE: Ms. Butler Loan Process

Good afternoon, Ms. Butler,

Thank you for your patience and understanding during our review.

I have been advised that your loan did not meet the FHA requirement of 24 months of employment. Therefore, we need your paystubs from your previous employer and your most recent 30 days of employment to be able to meet the 24 month requirement.

I am advised that the prior employer information can be a verbal verification with dates and position at your former employment. Once received we can complete the restructure of the loan and move forward to determine if the loan meets the requirements.

Please also note that the appraisal was sent to you via email and that does have the FHA Case Number on it. Therefore, there was not a delay in receiving this information as it was sent to you in February.

The appraisal is subject to the following: Repair of all chipped paint. This must be completed as part of the approval as well.

RECONCILIATION occupied single family residential properties and was not utilized in this appraisal.

This appraisal is made ☐ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☒ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Repair of all chipped paint.

From what I understand, you have been previously advised of the requirements, however, we have yet to obtain the required information to move forward on our end.

From: MER BUTLER ms.mare26@gmail.com
Subject: Fwd: cash out refinance
Date: Mar 31, 2025 at 6:34:34 PM
To: Petie Davis mfmallah87@icloud.com

Sent from Gmail Mobile

----- Forwarded message -----

From: **MER BUTLER** <ms.mare26@gmail.com>
Date: Mon, Mar 31, 2025 at 6:33 PM
Subject: Re: cash out refinance
To: Amy Dale <Amy.Dale@nafinc.com>

Every thing was provided Shawn was handling everything

Sent from Gmail Mobile

On Mon, Mar 31, 2025 at 5:01PM Amy Dale <Amy.Dale@nafinc.com> wrote:

Good afternoon, Ms. Butler,

Thank you for your response.

Ms. Butler, please know that you have not provided with a closing date and information as we have not obtained full loan approval for you and did not receive the documents required to move forward.

Ms. Butler, you had provided the assigned Loan Consultant with authorization to go through your son for communications for your refinance inquiry.

Please see attached, I did not receive a response from you or from your son.

Also, we have received correspondence from your son's email stating it was you, please confirm which email you are wanting in our system as your primary email contact.

Please see the attached email for what is required to move forward. Once the information is received, we will review it and advise if your income averages out to meet the debt-to-income requirement.

You may call me directly to discuss this matter further at my contact information below or advise a good timeframe and number where I can reach you.

Respectfully,

Amy Dale

SVP, Corporate Customer Service

New American Funding, LLC

14511 Myford Road, Suite 100 | Tustin, CA 92780

p 800.450.2010 | o 949.271.0642 |

amy.dale@nafinc.com | newamericanfunding.com

na

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From: MER BUTLER <ms.mare26@gmail.com>
Sent: Monday, March 31, 2025 11:53 AM
To: Amy Dale <Amy.Dale@nafinc.com>
Subject: Re: cash out refinance

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

not to mention no one got back to me about the closing date so how are you guys going to withdraw the loan

On Mon, Mar 31, 2025 at 2:50 PM MER BUTLER <ms.mare26@gmail.com> wrote:

I have not received a email from you so I would like to continue

On Mon, Mar 31, 2025 at 1:58 PM Amy Dale <Amy.Dale@nafinc.com> wrote:

Good morning, Ms. Butler,

The attached Appraisal was sent you to via your email on file on 2/18/2025. I have attached it to your email here as well.

Good morning, Ms. Butler,

I have received your request for an appraisal and have attached it to this email for you.

Please know that you were previously sent the appraisal on 2/18/2025.

I personally sent you an email to your email on file advising you what was required to move forward with your file in-order to meet the 2 year of income proof. I did not receive a response from you. Therefore, your loan inquiry has been withdrawn due to incompleteness.

Respectfully,

Amy Dale/

SVP, Corporate Customer Service

New American Funding, LLC

From: Amy Dale Amy.Dale@nafinc.com
Subject: RE: Subject: Urgent: Final Legal Demand & FHA Case Transfer Request
– Immediate Escalation Required
Date: Apr 3, 2025 at 7:48:15 PM
To: mfmallah87@icloud.com

Good afternoon, Mr. Davis,

Please have your new chosen lender of Members 1st Federal Credit Union send a formal request to our internal FHA Case Transfer to request the transfer of the case number to the new lender.

That email is: CaseTransfer@Nafinc.com and they will have the case number transferred. You may also send it to me directly to assist should you have any issues with your email being received.

They will need a signed borrower authorization along with the following information.

- FHA borrower:
- FHA CASE #:
- Property address:
- New Lender's name:
- New Lender's I.D.# address:
- New Lender's Mailing Address:
- New Lender's Telephone Number:

1st Federal will be able to assist you with this request to transfer the case number to them as it is an industry standard practice to transfer to a new lender.

Please know that we cannot transfer the FHA case number to a new lender without their information and formal request.

Once received, the transfer of the case number to your new chosen lender will be processed.

Respectfully,

Amy Dale
SVP, Corporate Customer Service
New American Funding, LLC
14511 Myford Road, Suite 100 | Tustin, CA 92780

p 800.450.2010 | o 949.271.0642 |
amy.dale@nafinc.com | newamericanfunding.com

na

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From: mfmallah87@icloud.com
Subject: Clarification on Regulatory Correspondence and Record Discrepancies
(CFPB Case #250319-19425105)
Date: Apr 9, 2025 at 9:05:30 AM
To: Amy Dale Amy.Dale@nafinc.com

Dear Ms. Dale,

This correspondence is submitted as a professional courtesy and formal record notification.

It has come to my attention, based on the regulatory response issued by New American Funding in CFPB Case #250319-19425105, that your office made claims alleging I impersonated my mother, Maryann Butler, during her FHA cash-out refinance process.

This assertion is demonstrably false and directly contradicted by internal documentation held by New American Funding:

1. Technology Consent Agreement (1/31/2025) — identifies mfmallah87@icloud.com as the authorized communication channel with New American Funding.
2. Loan Disclosures and Digital Forms — show my name and contact as the point of coordination.

3. Hazard Insurance Endorsement Letter — confirms loan processing reached stages that are only accessible with verified borrower and employment data.
4. Direct communications from your staff consistently addressed me by name and provided document-specific instructions.

Your claim to the CFPB — that I acted without authorization or that multiple individuals reached out from different email accounts — is not only inaccurate, it undermines the truth of the digital trail your company actively maintained.

In addition, I received multiple undeliverable bounce-backs from addresses such as customerservice@nafinc.com and compliance@nafinc.com, pointing to communication interference that was never acknowledged in your statements to federal regulators.

This message is not adversarial; it is an opportunity to correct the record in advance of civil litigation, which now includes defamation of character, regulatory misrepresentation, and procedural negligence.

I remain committed to resolution. However, the truth and the paper trail are no longer in dispute.

Respectfully,

Audury “Petie” Davis

Authorized Representative for Maryann Butler

Email: mfmallah87@icloud.com

CFPB Case #: 250319-19425105

BBB Case #: 23131731

EXHIBIT 2

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

MARYANN BUTLER,	:	No. 1:25-CV-690
	:	
Plaintiff	:	
	:	(Caraballo, M.J.)
v.	:	
	:	
NEW AMERICAN FUNDING,	:	
	:	
Defendant	:	

ORDER

On April 21, 2025, plaintiff Maryann Butler, proceeding *pro se*, initiated this action by filing a federal lending law complaint against defendant New American Funding. Doc 1. That same day, Butler applied for leave of the Court to proceed in forma pauperis. Doc. 2. The Court granted the motion to proceed in forma pauperis and deemed the complaint filed on May 8, 2025, but held service in abeyance pending its obligatory screening of the complaint under 28 U.S.C. § 1915(e)(2)(B). Doc. 12. Butler subsequently paid the full filing fee, and counsel for New American Funding entered an appearance. Doc. 17.

Since applying for leave to proceed in forma pauperis, Butler has ceased filing documents on her own behalf. Instead, Audury Petie Davis, who claims to be Butler’s “authorized representative,” has filed a

total of 26 documents, purportedly on Butler's behalf. Docs. 3, 5, 7–10, 12, 13, 15, 16, 18–23, 25–29, 32–36. These include: motions to expedite (Docs. 5, 13); various declarations (Docs. 10, 15, 20, 21, 32, 33); supplements (Docs. 8, 22); notices (Docs. 7, 23, 25, 26, 28, 36); addendums (Docs. 9, 12, 35); a motion for sanctions and brief in support (Docs. 16, 18); an exhibit (Doc. 29); a motion for default judgment (Doc. 34); a motion to file electronically (Doc. 3); a brief in opposition to New American Funding's request for an extension (Doc. 27); and finally, a motion to amend the complaint and substitute Davis as the plaintiff. (Doc. 19). Davis also sought to withdraw all the pending motions in the most recent filing. Doc. 36 at 1. Davis, however, does not claim to be an attorney, and thus lacks authority to litigate this matter on behalf of Butler.

Indeed, “[a]lthough an individual may represent herself or himself pro se, a non-attorney may not represent other parties in federal court.” *Murray on behalf of Purnell v. City of Philadelphia*, 901 F.3d 169, 170 (3d Cir. 2018); *see also* 28 U.S.C. § 1654 ([T]he parties may plead and conduct their own cases personally or by counsel”). “[F]ederal courts have routinely adhered to the general rule prohibiting pro se plaintiffs

from pursuing claims on behalf of others in a representative capacity.” *Gunn v. Credit Suisse Grp. AG*, 610 F. App’x 155, 157 (3d Cir. 2015) (per curiam). Davis, a non-attorney, has acted in a representative capacity for Butler in all the filings described above, has not appeared as an attorney in this matter, and does not claim in any of those filings to be an attorney. Davis’s lone reason for prosecuting this action on behalf of Butler is that Davis is Butler’s child. Doc. 1-5 at 1; Doc. 20 at 1.

Davis likewise has not demonstrated any legally recognized status as a guardian, next friend, or other exception permitting non-attorneys to represent a litigant, pursuant to Fed. R. Civ. P. 17. (“A minor or an incompetent person who does not have a duly appointed representative may sue by a next friend or by a guardian ad litem. The court must appoint a guardian ad litem—or issue another appropriate order—to protect a minor or incompetent person who is unrepresented in an action.”).

The motion to amend the complaint and substitute Davis as the plaintiff is also unavailing. “A filing by a non-lawyer on behalf of another person or entity cannot be considered by the Court” for “it is a

legal nullity that the Court cannot adjudicate, and it must be dismissed.” *In re 69 N. Franklin Tpk., LLC*, 2017 WL 773875, at *3, *4 (D.N.J. 2017). But even if the Court could consider the issue, it is not clear based on Davis’s representations that Davis is the real party in interest. The definition of a “real party in interest” is “the person holding the substantive right sought to be enforced, and not necessarily the person who will ultimately benefit from the recovery.” *Jurista v. Amerinox Processing, Inc.*, 492 B.R. 707, 733 (D.N.J. 2013). The alleged injury giving rise to the action, as far as the Court can tell, seems to stem from a denied application for a home-repair loan made in Butler’s name and for her home. Doc. 1-5 at 1. In other words, if any rights are involved here, they are for Butler, not Davis, to assert.

Accordingly, it is **ORDERED** that:

1. The motions filed by Audury Petie Davis on behalf of Plaintiff Maryann Butler (Docs. 13, 16, 19, 27, 34) are **DENIED WITHOUT PREJUDICE**.
2. The Clerk’s Office is **DIRECTED** to **STRIKE** all remaining filings made on behalf of Plaintiff Maryann Butler by

Audury Petie Davis (Docs. 3, 5, 7–10, 12, 15, 18, 20–23, 25–26, 28–29, 32–33, 35–36).

3. Audury Petie Davis **SHALL NOT** file any new documents on behalf of Plaintiff Maryann Butler, unless compliance with the requirements of Fed. R. Civ. P. 17 is demonstrated.
4. Defendant New American Funding is **DIRECTED** to respond to the Complaint (Doc. 1) within **30 days** of this Order.

Date: July 11, 2025

s/ Phillip J. Caraballo

Phillip J. Caraballo

United States Magistrate Judge